



Making Waves Academy

May Board Meeting

Date and Time

Monday May 5, 2025 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=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT09>

Passcode: 073032

Or One tap mobile :

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

Or Telephone:

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+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

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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://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108>
- HAGA CLIC AQUÍ para acceder el reporte escolar/[CLICK HERE](#) to access the school board report in Spanish: <https://bit.ly/4eLd72o>

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:

Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

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 bfitzpatrick@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 bfitzpatrick@mwacademy.org en inglés o español.**
 - En su solicitud:
 - Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.
 - indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluya el número del artículo).
 - Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.

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

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Please note that all agenda times are estimates.

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
Opening Items			
A. Call the Meeting to Order		Alicia Malet Klein	
Alicia Malet Klein will call the meeting to order.			
B. Record Attendance		Alicia Malet Klein	1 m
Roll call and verification of quorum.			
C. Remarks by Board President	Discuss	Alicia Malet Klein	2 m
Teacher & Staff Appreciation Week			
Focus Area: Math progress; high level approaches and strategies as well as successes and challenges;			
WASC/LCAP Goal: Goal 1- Support for All Learners			
Changes to the board, milestone step with addition of a student board member			
Resilience in the face of change and continuing commitment to student success			
D. Public Comment		Alicia Malet Klein	20 m

	Purpose	Presenter	Time
	<ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> ◦ Comment on items on the agenda ◦ Comment on items not on the agenda ◦ <i>Presentations are limited to two minutes each</i>, 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. • <i>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.</i> <ul style="list-style-type: none"> ◦ <i>If you would like to send your request to speak prior to the meeting, please email your request to bfitzpatrick@mwacademy.org in English or Spanish.</i> ◦ <i>Your submission should:</i> <ul style="list-style-type: none"> ▪ <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> ▪ <i>include your name so that you can be called when it is your turn to speak.</i> ◦ <i>During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.</i> • Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment. • De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia: • La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19. 		
	<ul style="list-style-type: none"> • <i>El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.</i> • <i>Bajo comentario público, los miembros del público pueden:</i> 		

	Purpose	Presenter	Time
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II.	Standing Reports		4:23 PM
A.	Mission Connection: Students on Math	FYI	Michelle Bolanos
	Video showcasing math instruction and student comments.		5 m
B.	ASB Update	FYI	J. Thomas / C. Ruiz
	Update from officers of the Associated Student Body (ASB) and Q&A with the board.		10 m

	Purpose	Presenter	Time
C. Deep Dive: Math Progress Review of math instruction strategies that have demonstrated efficacy and preview of growth areas for next year.	Discuss	Tameka Jackson	15 m
D. Q&A on Written School Report Board members will have an opportunity to ask questions about the contents of the written school report focusing on updates on math and what the data reveals.	Discuss	Tameka Jackson	15 m
E. Q&A on Chief Executive Officer Report (CEO) Board members will have an opportunity to ask questions about the contents of the written CEO report.	FYI	Alton B. Nelson Jr.	5 m
F. Q&A on Chief Operating Officer Report (COO) Board members will have an opportunity to ask questions about the contents of the written COO report focusing on an in-depth status analysis of hiring for the next year.	Discuss	Elizabeth Martinez	10 m
G. Q&A on Written Finance Report Board members will have an opportunity to ask questions about the contents of the written report.	Discuss	Elizabeth Martinez	5 m
H. Break			5 m
III. Non-Action Items			5:33 PM
A. Board Work and Advisory Committee Updates No reports this meeting.	FYI	Alicia Klein	

Advisory Committees will provide a summary of work-to-date and next steps; committees in bold will present.

- Advisory Committees
 - Curriculum and Instruction Review/WASC
 - **Finance**
 - DEIB/Culture and Climate
 - Audit

	Purpose	Presenter	Time
B. EdCoad Local Assignment Options List for 2025-2026	FYI	Meuy Saechao	5 m
In compliance with the Board-approved MWA EC Local Assignment Policy, a list of credentialed teachers who have been approved to teach assignments through the EC Local Assignment options shall be presented to the Board before the start of each school year.			
C. CTC Declaration of Need	FYI	Meuy Saechao	5 m
The Declaration of Need allows MWA to apply for emergency documents/permits for non-certificated teachers.			

IV. Action Items 5:43 PM

A. LCAP Public Hearing	FYI	Tameka Jackson	15 m
Review the draft of the 2024-25 Local Control and Accountability Plan Annual Update and gather feedback from the board and public. The final draft of the LCAP will be voted on at the June board meeting.			
B. Bylaw Revision	Vote	Alicia Malet Klein	1 m
Board will vote on the addition of language aligned with State Education Code to allow for a student board member.			
C. Instruction Partners Service Agreement for 2025-26	Vote	Alton B. Nelson Jr.	5 m
This service agreement is for a proposed scope of work for the 2025-26 school year.			
D. Making Waves Education Foundation 2025-26 School Lease Agreement	Vote	Elizabeth Martinez	1 m
Review of the facilities lease between Making Waves Academy (tenant) and the Making Waves Education Foundation (landlord) for the 2025-26 fiscal year.			
Fiscal Impact: \$1,932,880			
E. Board of Directors / Resignation	Vote	Alicia Malet Klein	1 m
Accept the resignation of Jess Laughlin.			
(Appreciation to take place at the June meeting.)			
F. Board of Directors/ Change	Vote	Alicia Malet Klein	2 m

	Purpose	Presenter	Time	
Appoint Amy Obinyan to a full 3-term effective June 16th.				
G.	Board of Directors / Addition	Vote	Alicia Malet Klein	5 m
Appoint Felicia Selva to a 2-year term in the role of parent board member.				
H.	Board of Directors / Addition	Vote	Alicia Malet Klein	5 m
Appoint Valeria Serrano to a 1-year term of student board member, effective July 1.				

V. Consent Action Items 6:18 PM

Total fiscal impact: \$2,248,296

A.	Student-Parent/Guardian Handbook	Vote	Carmen Velarde	5 m
Board will review and approve the updated Student-Parent/Guardian Handbook for AY 2025-26.				

B.	Ratify Purchase Approval for Student Chromebooks	Vote	Damon Edwards	1 m
Review and ratify the unanimous vote to approve the purchase of student Chromebooks for next year that happened via email from 3/25-3/31 to avoid the effect tariffs would have on the cost.				

Fiscal Impact: \$256,339

C.	SolarWinds Service Desk Renewal	Vote	Damon Edwards	1 m
The board will review and vote to renew the contract for SolarWinds Service Desk. This is an online customer service desk ticketing and equipment inventory system utilized by the MWA IT, Data and Assessment, and Operations teams.				

Fiscal Impact: \$41,541.28

D.	Form 990 and 199 Tax Returns	Vote	Elizabeth Martinez	1 m
Review and approve 990 Federal and 199 California Tax Returns.				

E.	Vendor Invoices for Feb. 1 to Mar. 31, 2025	Vote	Lawrence Lee	1 m
Board reviews and approves bill payments for February and March 2025.				

Fiscal Impact: \$1,950,416.10

	Purpose	Presenter	Time
F. Approve Minutes: March Board Meeting	Approve Minutes	Alicia Klein	1 m
MWA Board reviews and accepts the March board meeting minutes.			
G. Accept Minutes from Spring CIRAC/WASC	Approve Minutes	Alicia Malet Klein	1 m
MWA Board reviews and accepts the Spring CIRAC/WASC meeting minutes.			
Approve minutes for Spring CIRAC & WASC Meeting on April 18, 2025			
H. Accept Minutes from Finance Advisory Committee	Approve Minutes	Alicia Malet Klein	1 m
Board reviews and accepts minutes from the Finance Advisory Committee.			
Approve minutes for Finance Advisory Committee Meeting on April 23, 2025			
I. MWA Designation of CIF Representatives to League	Vote	Alton B. Nelson Jr.	1 m
Annual designation of MWA staff/leaders who the board authorizes to represent the school for league participation purposes.			

VI. Discussion Items 6:31 PM

A. 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. Schedule of Remaining Board of Directors Meetings for 2024-25	FYI	Alicia Klein	2 m
●June 16, 2025 @ 11:00 am			
Note: US graduation is Thursday, 6/12 at 6pm on campus. A dinner at MWEF offices for foundation and school board members and senior leaders will follow.			

VII. Closed Session 6:38 PM

A. Public Employee Discipline/Dismissal/Release	Discuss	Alicia Malet Klein	15 m
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	Purpose	Presenter	Time
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The board will adjourn to closed session conference on a confidential personnel matter pursuant to Section 54957.

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

6:53 PM

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

IX. Closing Items

A.	Adjourn Meeting	Vote	Alicia Klein
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Coversheet

Mission Connection: Students on Math

Section: II. Standing Reports
Item: A. Mission Connection: Students on Math
Purpose: FYI
Submitted by:
Related Material: FINAL - Math May Mission Connect Video.mp4

BACKGROUND:

Hear directly from our students and math teachers about how they've used a variety of resources to improve outcomes in math this year.

Notice

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

FINAL - Math May Mission Connect Video.mp4

Coversheet

ASB Update

Section:	II. Standing Reports
Item:	B. ASB Update
Purpose:	FYI
Submitted by:	
Related Material:	_ASB Board Report (1).pdf



ASB Board Report

ASB Members: Isabella Pena-Dimas, Shihab Alkaheli



Learn. Graduate. Give Back.

Table of Contents

- **Successes - Shihab Alkaheli**
- **Challenges - Isabella Pena-Dima**
- **Priorities - Shihab & Isabella**
- **Questions & Conversation**

Successes

Successes

- **ASM**

- Performance from flor contigo
- Student v teachers dodgeball game
- Winter sports awards

- **Spirit week / Pep rally**

- activities during lunch
- pep rally performances and games
- student interaction throughout activities this week

- **Club fair**

- lots of participation
- raised over \$5,000

Challenges

Challenges

- **Student participation**
 - figuring out ways to increase student involvement with activities.
- **ASB members participation**
 - ASB representatives not being able to fulfil their role.

Priorities

Priorities

- **Fundraising Event**
 - In the second semester, we plan to organize at least one fundraising event
 - Cinco De Mayo related fundraiser

- **Teacher appreciation week**
 - Banner for teacher appreciation
 - Letters for teachers from ASB representatives

- **Finals week events**
 - Goodie bags
 - Tie dye day

Questions & Conversation



Learn. Graduate. Give Back.

Coversheet

Deep Dive: Math Progress

Section: II. Standing Reports
Item: C. Deep Dive: Math Progress
Purpose: Discuss
Submitted by:
Related Material: Spring 2025 Math Deep Dive.pdf

BACKGROUND:

Our Spring 2025 Data Deep Dive will focus on strengthening math instruction by monitoring student progress through data analysis. We will highlight areas of success and growth, and then identify actionable next steps to drive further improvement in student outcomes.



Spring 2025 Math Deep Dive

Presenter: Dr. Tameka Jackson
Date: May 2025



Learn. Graduate. Give Back.



Purpose and Focus

- **Strengthen math instruction**
- **Monitor student progress through data**
- **Identify areas of success and growth**
- **Plan next steps for improvement**



Team Overview

(1) Math Instructional Coach

Middle School:

- 6 full-time teachers (4 credentialed)
- 2 long-term substitutes

Upper School:

- 7 full-time teachers (6 credentialed)
- Courses: Algebra I, Geometry, Algebra II, Finance, AP Pre-Calc, AP Stats, AP CS
- 1 Teacher-Leader (22 years experience)



Instructional Strengths

- Strong content knowledge
- Consistent curriculum use (Open Up, Carnegie)
- Alignment to CCSS rigor
- Student independence promoted
- 95% PLC attendance



Instructional Challenges

- *Curriculum pacing gaps (Upper School)*
- *50% teachers developing pedagogy*
- *40% still earning credentials*
- *Some teachers handling multiple preps*



MAP Growth Highlights

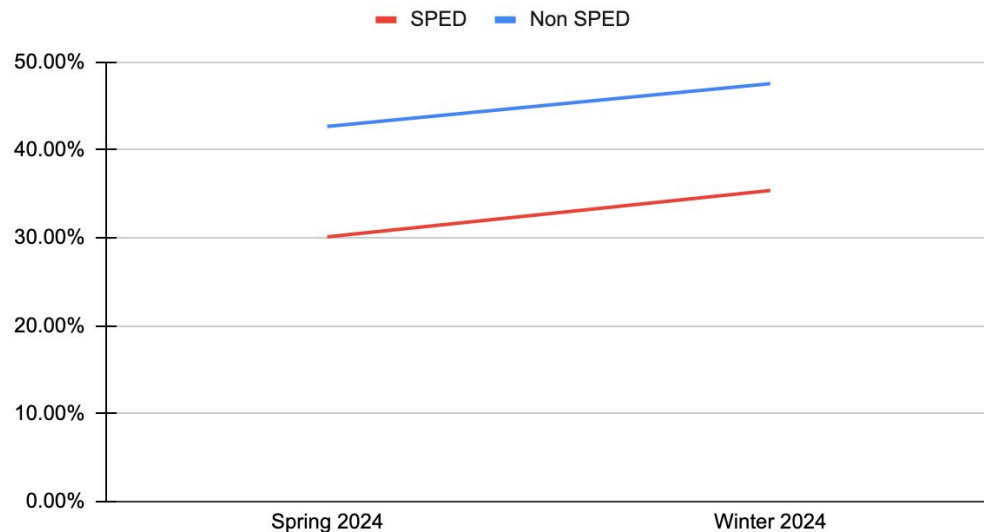
- MAP assessments administered Fall, Winter, Spring
- **Avg growth:** ~30 points
- Gains across SPED and Non-SPED groups



MAP Group Trends

MAP Data: Fall to Winter Growth

MAP: Average Achievement Percentile

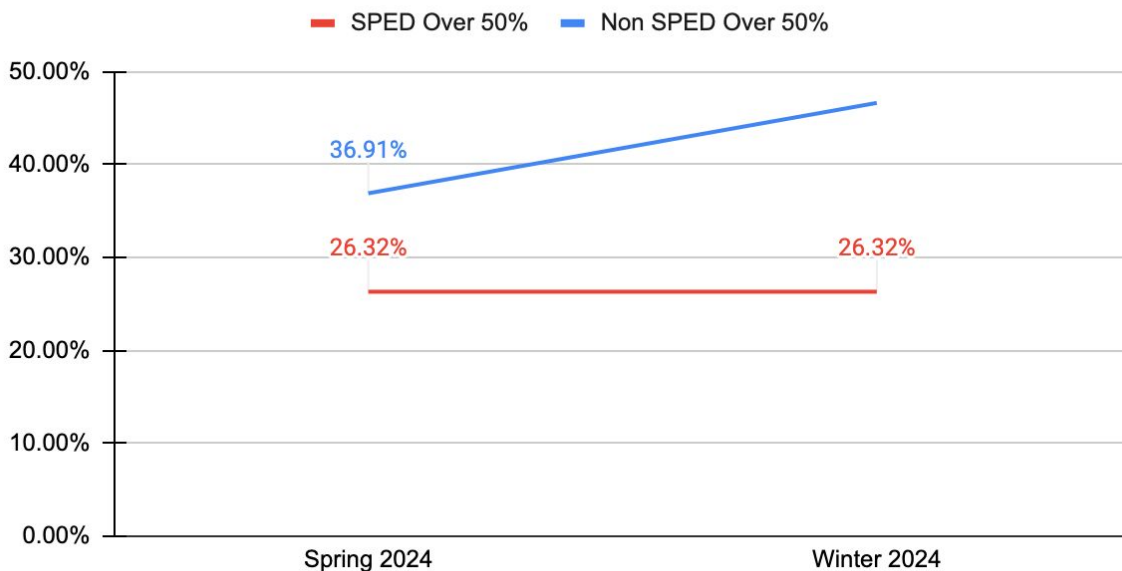




MAP Group Trends

At or above the
50th student
growth percentile

MAP: Percent of students at or above the 50th student growth percentile





Instructional Shifts Observed

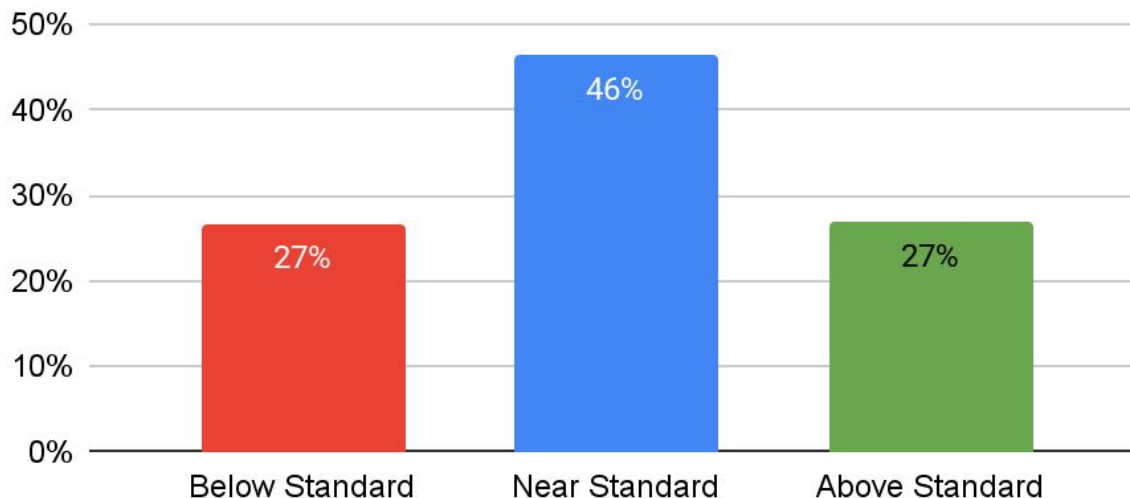
- Increased academic rigor (IPG walkthroughs)
- Stronger collaborative planning
- Students demonstrating productive struggle
- Early positive impact of coaching cycles



IAB Assessment Overview

MS:
Overall
Grades 5–8

MS Overall: IAB Math



Middle School Overall

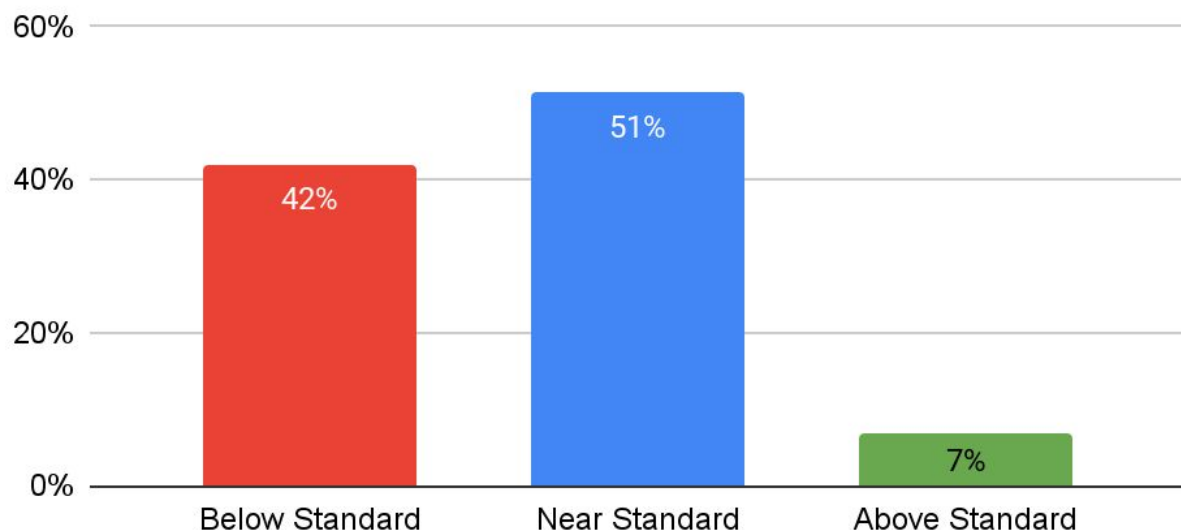


IAB Assessment Overview

US:

Overall: Algebra I,
Geometry, Algebra
II, Statistics

US Overall: IAB Math



Upper School Overall



Key Barriers to Address

- Curriculum coverage vs. mastery
- Algebra I foundational skill gaps
- Impact of teacher inexperience and course load



Supports and Interventions

- **Credential program support**
- **Launch of targeted math intervention (ELB)**
- **Continued coaching & PLC structures**
- **Alignment work in Upper School curriculum**

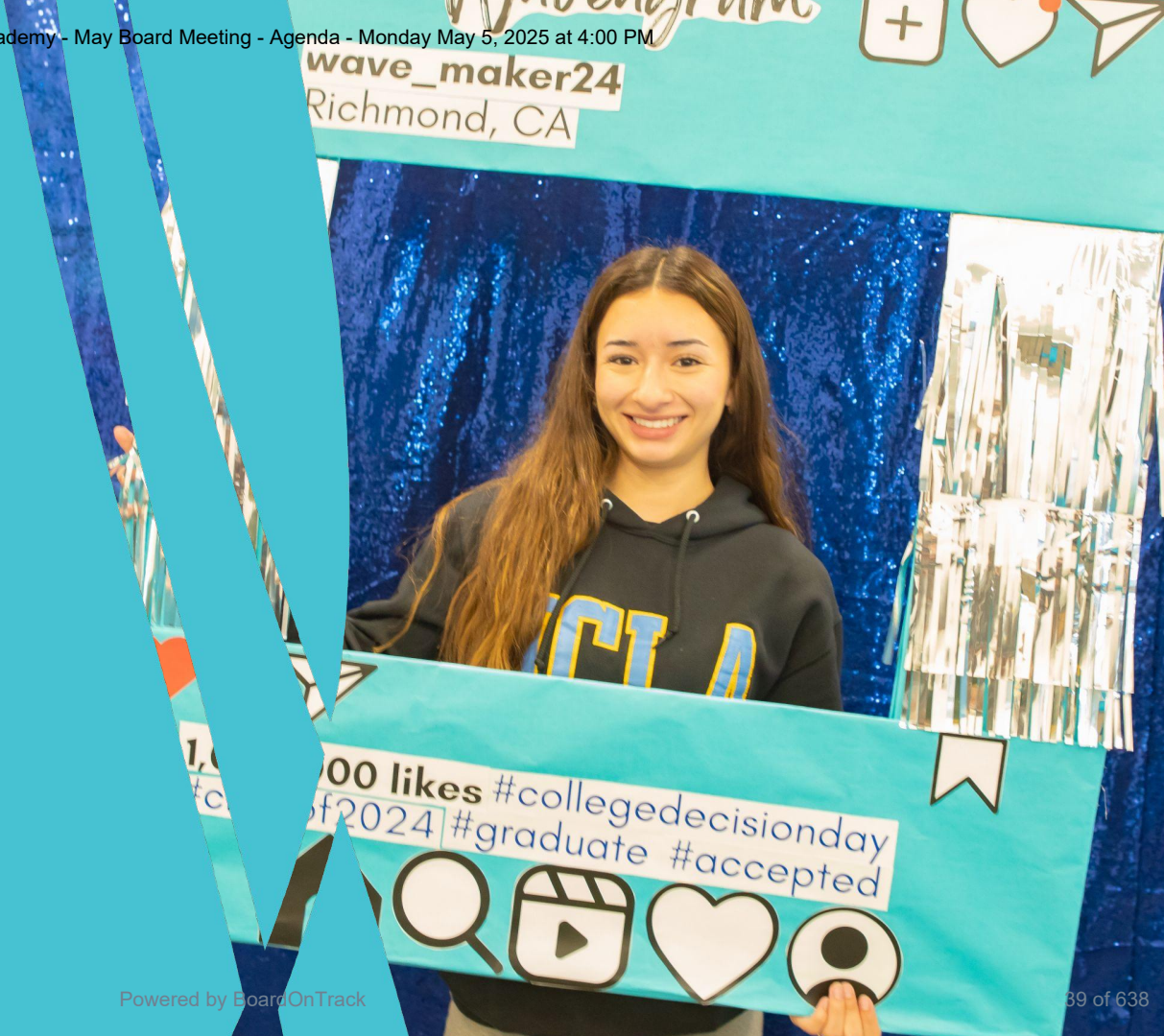


Next Steps

- **Sustain growth through strategic coaching**
- **Deepen curriculum knowledge**
- **Focus on mastering standards**
- **Increase measurable achievement outcomes**

Thank You!

Comments, Questions?



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_2024-25 (1).pdf



Board Report

School-Wide

School Board Report - May 2025

School-wide

Dr. Tameka Jackson, Principal
 Tina Garrison, Assistant Principal for Middle School
 Marjorie McCowan, Instructional Coach
 Alefiyah Lokhandwala, Math Instructional Coach
 Genthia Lowe-Reese, Instructional Coach
 Dr. Arika Spencer-Brown, Director of College and Career Counseling

WHAT?

8th Grade Field Trip to the College and Career Counseling (CCC) Office

The 8th-grade scholars had the opportunity to attend a field trip to the CCC office to explore different college options and gain insight into how the department will support them throughout their upper school educational experience. During the trip, scholars participated in an interactive presentation, engaged in games, and won college-themed swag, all aimed at sparking excitement and motivation for their future academic paths.

Preparation for CAASPP Assessments

Preparation for the upcoming state CAASPP assessments is in full swing. Grade levels are hosting CAASPP Boot Camps to ensure that scholars are well-prepared for the assessments. These camps are designed to provide targeted support and resources, equipping students with the necessary tools for success.

Collaborative Planning and Instructional Practices

Grade levels continue to refine their practices in Collaborative Planning with the support of tools provided by Instruction Partners. The focus of this work has shifted toward analyzing student work examples, diving deeper into lesson internalization for stronger scaffolding, and developing meaningful Depth of Knowledge (DOK) level questions to ensure a rigorous and engaging curriculum.

Science Department Improvements

The Science department is being introduced to Instructional Practice Guides (IPGs) to set clear expectations and support continuous instructional improvement. Science team members have started observing each other's classes to share strategies and best practices. Coaching sessions have also been focused on breaking down and analyzing the TNTP rubric to better prepare teachers for formal evaluations. In addition, the hiring process now includes mini coaching sessions to assess and support candidates. The New Teacher Boot Camp continues to offer intensive coaching on classroom management, writing effective objectives, and helping educators connect with their "WHY." Word of mouth has also attracted additional teachers eager to participate.

Instruction Partners Data Dive and Growth

The recent Instruction Partners data dive highlighted growth across all focus indicators, especially in standards mastery and alignment with rigor. Walkthroughs of 5th-12th grade math classes revealed that classes with long-term substitutes or credentialed teachers have shown progress in areas such as questioning for mastery, checks for understanding, and fostering productive struggle. Additionally, the 5th-grade team has launched a math skills boot camp during ELB to target foundational skills through focused intervention.

Cycle 2 Formal Evaluations

Given Dr. Jackson's transition and the impact of unanticipated staffing vacancies, Cycle 2 formal evaluations will not occur. Instead, faculty will receive final substantive observations in helping them gain both a formative assessment of their growth over the course of the school year as well as a summative wrap-up to coaching cycles for the year. These sessions will focus on providing ongoing support to educators as they work to meet performance standards and improve instructional practices.

School Board Report - May 2025

Get Focused, Stay Focused / Building Bridges to Your Future Curriculum

We are currently considering the implementation of the *Get Focused, Stay Focused* (US) / *Building Bridges to Your Future* (MS) curriculum, which emphasizes life planning with a focus on college and career readiness. Specifically designed for middle school, this pilot program prepares students to engage in career exploration, decision-making, and planning processes for high school. The curriculum aims to raise students' self-efficacy, helping them believe in their ability to succeed in high school and beyond. It also introduces students to the 10-year planning process, encouraging them to become self-directed learners and long-range planners.

School Year Reflection

The CCC team experienced a notably busy year as the senior class size doubled. To manage this growth effectively, we implemented enhanced counseling strategies, collaborating closely with other US departments to ensure seamless services and resources for graduating students. In addition, we extended office hours, increased appointment availability, and hosted evening Zoom sessions for both students and parents to provide additional support. All graduation notices have been sent out to senior students and families, marking a significant milestone in our students' academic journeys.

SO WHAT?

8th Grade Field Trip to the College and Career Counseling Office (CCC)

The 8th-grade field trip to the CCC office offered students an insightful exposure to various post-secondary education options, fostering a college-going mindset early in their academic journey. Through interactive presentations and fun college-themed swag giveaways, scholars were able to engage with the college process in an exciting and approachable way. This experience not only sparked enthusiasm about their futures but also demystified the college journey, helping students understand the support systems available to them throughout their U.S. educational experience. By gaining a sense of community and encouraging goal-setting, the trip has had a lasting positive impact on student motivation and engagement in their current studies.

Preparation for CAASPP Assessments through Boot Camps

To help students prepare for the upcoming CAASPP assessments, Boot Camps have been organized to familiarize scholars with the assessment structure and expectations. These sessions are designed to reduce test anxiety and boost confidence, while also reinforcing key standards and skills. By targeting essential content areas, Boot Camps provide timely review and enhance students' readiness to demonstrate their knowledge. This preparation not only supports academic achievement but also allows educators to gather accurate data to inform instruction and better meet student needs.

Collaborative Planning with Instruction Partners

Ongoing collaboration continues to be a cornerstone of professional development, ensuring that educators align their instruction with rigorous standards and best practices. The focus has shifted to analyzing student work, refining scaffolding strategies, and developing thoughtful Depth of Knowledge (DOK)-leveled questions, all of which improve instructional quality and responsiveness to students' needs. This reflective practice promotes deeper learning and enhances teaching effectiveness. Additionally, efforts like the implementation of Instructional Practice Guides (IPGs) for science ensure consistency and clarity in teaching practices, while peer observations foster collaboration and professional learning.

The use of The New Teacher Project (TNT) rubric in teacher evaluations allows for a stronger understanding of the criteria and makes feedback more actionable. Mini-coaching sessions are incorporated into the hiring process, ensuring high standards for incoming educators while providing them with support from the start. The success of the teacher bootcamp, particularly in strengthening core teaching skills and boosting teacher motivation, highlights the effectiveness of intentional, focused support. The growing participation in these initiatives, driven by word-of-mouth recommendations, reflects a high level of trust and value in the work.

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Teacher-Led Initiatives and Collaborative Culture

The growth in instructional practice reflects a robust collaborative culture within the school, with professional learning communities (PLCs) and coaching playing a significant role in enhancing teacher practice. Teacher-led initiatives like Boot Camps and tutoring are directly addressing academic gaps, as well as responding to parent and teacher concerns. These initiatives demonstrate the school's commitment to both teacher development and student learning.

Cycle 2 Formal Evaluation: Coaching Session Plan & Schedule

As part of preparations for Cycle 2 Formal Evaluations, coaching sessions are being scheduled to further support teachers in refining their instructional practices. These sessions aim to deepen instructional planning in alignment with standards and to refine strategies based on feedback from Cycle 1 evaluations. The goal is to ensure teachers are fully prepared for walkthroughs, student engagement, and evidence collection, while also resetting and measuring growth since the Cycle 1 evaluations.

Focus areas for these sessions include:

- Re-aligning teacher growth goals with actionable steps
- Focusing on domains from the TNTP observation rubric
- Aligning teacher objectives with ELA/Math California Common Core Standards

Supporting Math Instruction and Boot Camp Implementation

Collaborative support with the Instructional Math Coach is ongoing for 5th-grade math teachers. Together, they are working on the implementation of a Math and ELA Boot Camp that launched on April 14th during the Extended Learning Block (ELB). This Boot Camp is aimed at preparing students for the upcoming SBAC test, set to begin on April 28. Instructional support is specifically focusing on a range of math topics, including:

- *Place value with decimals*
- *Operations with decimals (addition, subtraction, multiplication, and division)*
- *Equivalent fractions and simplification*
- *Word problems involving fractions*
- *Interpreting division of unit fractions*

Life-Planning Curriculum for Middle School

We are considering the *Get Focused, Stay Focused* (for the US) / *Building Bridges to Your Future* (for the MS) curriculum, which focuses on life planning, college readiness, and career exploration. This curriculum, aimed at helping middle school students build a strong foundation for their future, is designed to prepare them for high school and beyond by engaging them in a rigorous career exploration and decision-making process. This program is intended to raise students' self-efficacy and motivate them to take ownership of their long-term educational and career goals.

If the curriculum is approved and meets budgetary requirements, the program will be implemented, giving our middle school students a valuable tool to build out their life plans, particularly as they relate to college and career readiness.

NOW WHAT?

As we approach the end of the school year, several exciting events and initiatives are underway to wrap up the academic year. These include field trips, 8th-grade promotion planning, and Teacher Appreciation Week.

Field Trips and 8th Grade Promotion

The following field trips have been planned to provide students with engaging, hands-on learning experiences:

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- 8th Grade: Six Flags
- 7th Grade: San Francisco Zoo
- 6th Grade: The State Capitol
- 5th Grade: Pinole Park

Additionally, planning for the 8th-grade promotion is in progress, ensuring that the celebration of this important milestone is memorable for our students.

Teacher Support and Development Initiatives

As we move into the final stretch of the school year, next steps include embedding Instructional Practice Guides (IPGs) for science into planning and coaching cycles. This will help further strengthen alignment across classrooms and ensure consistent and high-quality teaching practices. To enhance this process, there is a push for more peer observation opportunities, with structured debrief sessions to deepen reflection and implementation of new strategies.

Expanding TNTP rubric training will continue to be a priority, ensuring that all teachers feel confident as they head into evaluations. Additionally, refining and documenting the mini coaching process during the hiring cycle will help make the process more sustainable and scalable, benefiting future cohorts of educators.

We are also committed to building on the momentum of the teacher boot camp, collecting feedback from participants, showcasing teacher success stories, and exploring ways to maintain this level of support throughout the year. Teacher voice and word-of-mouth continue to be valuable tools in sustaining a strong, collaborative culture within the school.

Ongoing Coaching Cycles and Professional Learning Communities (PLCs)

Bi-weekly coaching cycles and weekly PLC meetings remain a central focus in preparing for end-of-year assessments, evaluations, and final activities. These meetings are essential for both reflecting on progress and identifying steps for continued improvement. As we celebrate wins as a team, it is equally important to assess areas for growth to ensure continued success moving forward.

Teacher Growth and Development

Successfully completing coaching sessions and realigning teacher growth and development efforts ensures that effective instructional strategies are implemented across classrooms. This process directly enhances student learning outcomes while fostering teacher sustainability, confidence, and professional fulfillment. By focusing on professional growth, we aim to build a supportive environment for both teachers and students, ultimately benefiting the school community as a whole.

Strengthening Counseling and Support Services

As class sizes continue to grow, the CCC's primary goal remains to strengthen counseling and support services. Our commitment to developing systems and nurturing school-wide, as well as community partnerships, enables us to effectively reach and support our students. Through these efforts, we continue to ensure that every student receives the support they need to succeed academically and personally.

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Discipline & Restorative Practices/Student Support Services

Estephania Fuentes, Dean

Erika Sarmiento, Dean

Davonte Wilson, Dean

Sonja Jackson, Social Worker

Dean's Office

What?

The dean's office has continued to implement restorative practices into school consequences. We have taken this on by creating reflection activities designed to help students process their actions, consider their impact, and establish any next steps. Examples of restorative activities include:

- *The Impact of Body Shaming on Latino Boys*
- *Understanding The Harm of Racialized Language*
- *The Dangers of Racialized Jokes*
- *Understanding Impulse Control*

So What?

Implementing Restorative Practices after incidents can help decrease suspension rates while increasing students' understanding of their own behaviors.

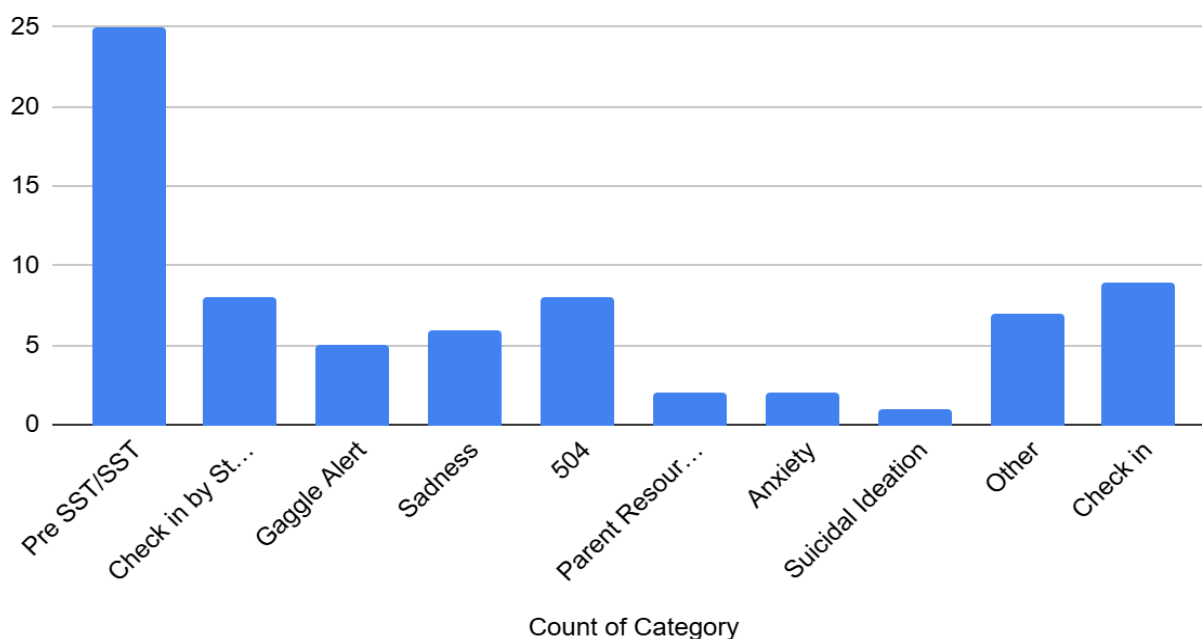
Now What?

The dean's office will continue to reflect on our discipline practices, in hopes of finding more areas where restorative solutions can be implemented.

Student Support Services (Social Worker)

In March, I met with 74 students.

Count of Category



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Compared to February the top reasons for students to be seen in March were:

1. Pre-SST (Student Study Team)/ SST referral forms allowed teachers and staff to either conduct SST meetings or check-ins with students to address social-emotional and academic concerns.
2. Check-ins initiated by the social worker to follow up on students that were meeting periodically.
3. Conducting initial, annual, and determining eligibility 504 plan meetings; reviewing them 1-1 with students.

The March data is showing increased teacher referrals for Student Study Team meetings, suggesting teachers are identifying struggling students earlier and seeking interventions. The continued need for academic support and 504 plans is evident, along with referrals from Deans following behavioral incidents.

In addressing suspensions for vaping I have initiated a personalized 1-1 brief intervention for students suspended for vaping, creating a more comprehensive support system. The fact that there is one student actively choosing to address his substance use is encouraging - it shows the potential effectiveness of this more individualized approach.

Brief interventions can be particularly valuable in these situations because they provide:

- Immediate support during a teachable moment
- Personalized assessment of the specific reasons behind their vaping
- Tailored strategies that address their unique circumstances
- A non-judgmental space to explore their relationship with substances.

So what?

My individual student meetings reveal they're seeking someone to talk with (not necessarily a therapist) about various challenges: life stressors, family changes, grief, substance use, relationship issues, anger management, self-esteem, and concerning topics like self-harm and suicidal ideation. While TalkSpace works for students 13+, I am providing community resource referrals for younger students.

What I also observe are the increase in parent inquiries, expressing the need of resources and support as well. Many are asking for assistance on how to deal with students with mental health challenges and/or information on how to deal with student behavior changes. The increase in parent inquiries shows they're also seeking guidance on supporting their children's mental health and behavioral changes.

The March 25th Nutrition Education workshop was well-attended with 16 parents participating, addressing a trend seen in the middle school.

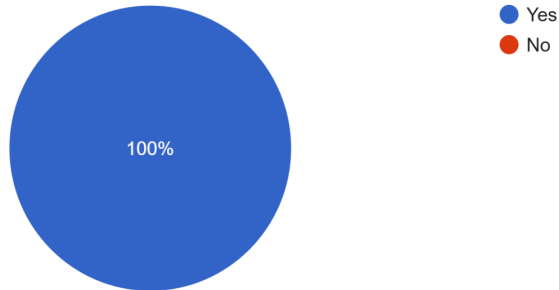
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Below you will find the post workshop survey results:

1 English response and 10 Spanish responses:

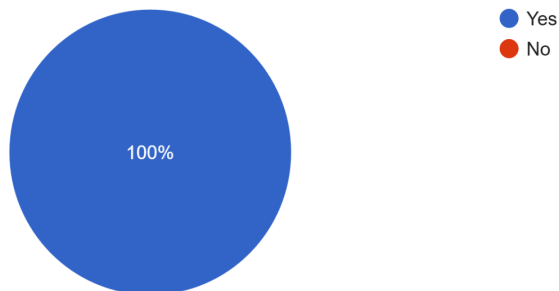
Did you find the information presented helpful?

1 response



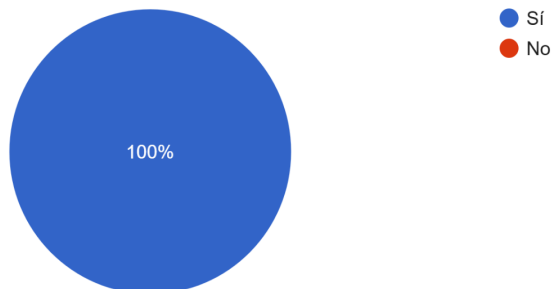
Did the presentation meet your expectation?

1 response



¿Le resultó útil la información presentada?

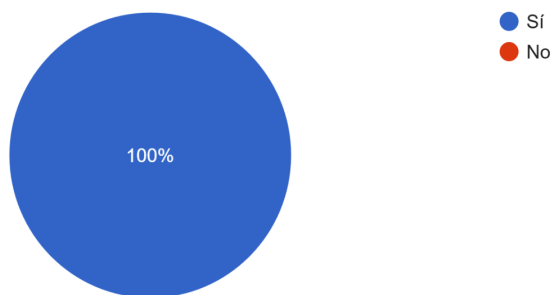
10 responses



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¿La presentación cumplió con tus expectativas?

10 responses



The post survey results indicate 100% of the parents who participated in the survey found the information presented in the workshop useful and met expectations.

Parents did indicate suggestion/improvements below are as follows:

- *Well, everything they said was hard for me.*
- *Everything was fine.*
- *More workshops like this.*
- *Students should have more time for lunch*

Now What?

My next step is to find contract services for 5th/6th grade students through agency outreach. This is important, especially given the concerning self-harm and eating disorder issues prevalent on campus. My goal is to present an MOU with an agency to the Board in June. Also, continuing monthly parent workshops through June (with April 22nd focusing on Effective Communication with Teenagers) will provide ongoing parent support.

Coversheet

Q&A on Chief Executive Officer Report (CEO)

Section:	II. Standing Reports
Item:	E. Q&A on Chief Executive Officer Report (CEO)
Purpose:	FYI
Submitted by:	
Related Material:	MWA CEO Report to the MWA Board_MAY 2025_ABN.docx (1) (1).pdf



Learn. Graduate. Give Back.

MWA CEO Report to the MWA Board

MAY 2025

After spring break, the school year accelerates towards the end of the school year. End-of-year state assessments and activities such as prom, college and post-secondary decisions, field trips, final exams, and promotion/graduation ceremonies fill the calendar through the last day of school. Other end-of-year activities include finalizing the budget for next year, finalizing vendor and service provider agreements, end-of-year reporting on progress to goals on our WASC/LCAP plan, and beginning to plan for August progressional development, and school year programming.

One of the activities we will engage in this spring and next fall is related to our strategic plan of helping students make the connection between career and postsecondary college and career pathways. Our “Portrait of a Graduate” team at MWA (a small team of faculty and staff) are informing a set of goals and milestones related to a new Making Waves “North Star” - economic mobility - as an explicit goal for our Wave-Makers. This spring, with the help of an organization called Transcend, we will run “pilot sprints” that will inform some ideas for ways we can implement a fall pilot with one to two grade levels, and that will help us effectively roll out career oriented programming to the whole school in the future.

Holly Curtis, my associate chief of staff, is surveying our Wave-Maker of the Month awardees to develop “profiles” that tell us a little bit about them - their future goals and their dreams for the future. Wave-Makers are the focus of our work. The profiles help us get to know a little more about our students.

In March, I attended the (Consortium for School Networking (CoSN) conference. CoSN is an association for K-12 education leaders in technology. The focus of the conference was artificial intelligence (AI) in K-12 education. The conference hosted sessions on use-cases for AI in a K-12 setting and ways to discuss and come to agreement on the ways technology and AI could be integrated into K-12 school systems. MWA’s CTO and Director of Technology also attended the conference. As a result, we have some initial steps we can take to begin those discussions at MWA.

WASC/LCAP/“Big Rocks” Glossary

- **WASC** (*Western Association of Schools and Colleges*) – MWA’s school accreditation organization; requires renewal every 6 years and assesses a school’s progress against self-identified goals
- **LCAP** (*Local Control Accountability Plan*) – State’s accountability tool tied to priority funding areas
- **“Big Rocks”** – priorities; tasks, projects, goals, and mission critical objectives (Forbes, 1/20/21)

Detailed Goal Updates

General WASC/LCAP Updates

WASC Goals/LCAP Priorities	CEO Updates
<p>1. <i>Support for All Learners</i></p> <p><u>LCAP Priority Areas:</u> Goal 1: Basic Conditions Goal 2: Academic Standards Goal 3: Family Partnerships Goal 8: Academic Growth</p>	<ul style="list-style-type: none"> • Goal 1: We had our <u>quarterly facilities meeting</u> with MWEF leadership and Alicia to discuss the state of facilities. No major issues to report. • Goal 2: I joined a meeting with our service provider, <i>Instruction Partners</i>, to learn about the <u>progress to goals for the year</u>. Some progress has been made across all goals. A key area of progress is a more <u>shared understanding of rigor</u> and the <u>connection to standards-based instruction</u>. Dr. Jackson and I met with <i>Instruction Partners</i> to discuss plans for next year and a transition timeline over the next 1-2 years. <u>Coaching and PLC's</u> (Professional Learning Communities) will continue to be a focus next year. • Goal 3: Dr. Jackson and her leadership team continue to <u>host parent meetings</u>. The social Worker, Sonja Jackson, has also hosted <u>opt-in parent meetings on topics related to supporting their students</u>. 5C Parent Organizer, Mariela Labrada, continues to work with our <u>Parent Leadership Team with literacy institute training and instructional walk-thoughts</u> to better understand how they can support their students with learning. The Deans continue to <u>strengthen relations and communication with parents</u> - not just for discipline issues but also recognizing improvement or good choices or academic progress. • Goal 8: I partnered with and supported Matthew Smith, Manager of School Operations, and the substitute teacher coordinator team to specifically <u>engage students in APEX for Algebra I</u> (due to a mid-year staff vacancy). The adjustments made included regular check-ins with those classes, getting clear on grading for APEX, making accommodations for students with IEPs, and adding in-class tutors (short and long term substitute teachers) in Algebra I to support students with the learning. Planning will continue this spring so that we have plans for support if students have to take online classes.
<p>2. <i>College and Career Readiness</i></p> <p><u>LCAP Priority Areas:</u> Goal 4: College & Career Readiness Goal 7: Course Access</p>	<ul style="list-style-type: none"> • Goal 4: The <u>"Portrait of a Graduate" team</u> presented initial thoughts with staff and arrived at a set of elements that will go into assessing progress towards developing durable skills and other skills we can develop and assess towards progress towards the ultimate goal of Wave-Maker economic mobility. A retreat in April allowed for this team and MW leadership to come to agreement on the initial iteration of North Star metrics we will use to assess progress as we roll out our pilot in the fall. • Goal 7: The <u>2025-26 bell schedule</u> is close to final. In the WASC/CIRAC meeting we discussed continuing to allow for broad access to AP courses while also asking how we can strengthen training and support for those teachers to help improve overall AP scores.

<p>3. Diversity, Equity, & Inclusion</p> <p><u>LCAP Priority Areas:</u> Goal 5: Student Engagement Goal 6: School Climate</p>	<ul style="list-style-type: none"> • Goal 5: I continue to <u>attend US athletics games</u> (boys volleyball, softball, and baseball) as the “on-site administrator” to support keeping a safe playing environment for athletes, coaches, and fans. All three teams are having strong seasons and will likely play in the postseason. With the announcement of leadership transitions, I am making it a point to try to be more visible around campus. • Goal 6: A sign of school climate is the current <u>material drop in suspensions</u> this semester (so far). Issues we become aware of are addressed in a timely way, along with the material increase in proactive engagement with students is helping us have more productive conversations with students and parents.
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Other Responsibilities/Activities

Role	Entity	Activity	Meeting Frequency
NCS Board Pres.	North Coast Section (NCS)	Interscholastic athletics – rules, policies, & championships in the northern coastal counties.	7 Board & Exec. Mtgs.
CIF Executive Committee Member	CA Interscholastic Federation (CIF)	Interscholastic athletics – rules, policies, & championships for CA	7 Board & Exec. Mtgs
Nominating Committee Member	CIF Executive Committee	Discuss and vote on nominees to serve on the Exec. Committee.	1x
NCS Delegate	CIF Federated Council	Formal board representing all 10 sections of CIF.	3 Mtgs.
CIF Special Committee on Officials	CIF	Work with delegates across the state to address talent retention and pipeline concerns.	TBD - 3 this fall initially
5C Board President	Contra Costa County Charter Coalition (5C)		1:1 mtgs w/ ED & 7 Board mtgs.

Updates

NCS	<ul style="list-style-type: none"> • The last <u>NCS Board of Managers</u> meeting of the school year was held on March 28th, my last meeting as the presiding President. I will now serve a two-year term as “Past President”. One of my last duties is to conduct the annual evaluation of the commissioner.
CIF	<ul style="list-style-type: none"> • An <u>executive committee meeting</u> occurred on 4/3/25. The last <u>Federated Council meeting</u> of the year occurred on 4/4/25. One last executive meeting will occur in June.
5C	<ul style="list-style-type: none"> • Continue to support our <u>Parent Organizer</u>, Mariela. • The 5C <u>fundraiser</u> was a success. The majority of attendees who RSVP’d attended. About \$10,000 was raised. The fundraiser was hosted at the Chamberlin Education Foundation offices, and Steve Chamberlin attended. We are still \$10,000 short of our fundraising goal.

Central Office “Big Rock” Updates

Central Office – Big Rock #1:

Renewal of the MWA charter for a 5-year term and preparation for a successful WASC accreditation renewal process next year.

Monitor and support the work of the COO, Principal, Assistant Principals, and other central office and school staff in preparing for a successful WASC accreditation renewal process in 2025-26.

UPDATES:

Charter Renewal: COMPLETED. Successful renewal for 5 years by unanimous vote!

WASC Accreditation Renewal: Under the lead of MWA Project Manager, Bryann Fitzpatrick, we have begun to meet to discuss our approach for preparing for the renewal. We will be using a new streamlined version of the self-report. We have an assigned date for the on-site visit - April 12-15, 2026.

Central Office – Big Rock #2:

A focus on academic achievement and outcomes

Through classroom observations, data, and discussions, I will assess the efficacy and progress towards more targeted, curricular-aligned, engaging, and effective Tier 1 core instruction, particularly in math and English classes.

UPDATES:

- Dr. Jackson and I met Instruction Partners to discuss the areas of focus for next school year. The areas of focus will continue to be pacing, standards-based instruction, rigor of instruction, coaching of instructional leaders, and supporting effective PLCs. I am in talks with Instructional Coach, Genthia Lowe-Reese and Extended Day Coordinator, Brenda Ruiz, on how they can partner to align on 5th-6th grade academic intervention and support. For 5th and 6th grade, we'll continue to focus on reading literacy and math computational skills. Strengthening these areas allows students to access more of the curriculum in the 7th-12 grades.
- State testing has begun and we appear to be off to a strong start. The results should be available this summer.
- We are hiring for two division directors (upper and middle school divisions) and a Head of School for next year. In the event we are not able to hire a Head of School, I will serve as Acting Head of School and CEO next year.

Central Office – Big Rock #3:

Ensure long-term financial viability (“right-sizing”)

Continue to work with Liz (COO), and the MWEF finance team and CEO on “right-sizing” MWA services and support with a focus on compensation models, FTE shifts, and program models.

UPDATES:

- The first draft of FY 26 budget is near finalized with COO, Liz Martinez, having proposed pathways to strengthen overall compensation and benefit offerings and continue to strategically reduce non-teaching staffing.

PENDING:

Shift of service model for social-emotional support (MTSS)

Monitor and support the work of the COO, Principal, and Assistant Principal for Student Support in creating an infrastructure for a comprehensive and integrated system for implementing MWA’s Multi-Tiered Systems of Support (MTTS).

I have moved this Big Rock to “Pending” status until the AP of Student Support is hired.

UPDATES:

- No updates for now.

Coversheet

Q&A on Chief Operating Officer Report (COO)

Section:	II. Standing Reports
Item:	F. Q&A on Chief Operating Officer Report (COO)
Purpose:	Discuss
Submitted by:	
Related Material:	May 2025_COO Board Report.pdf



Board Report

Chief Operating Officer

May 2025

Elizabeth Martinez

Chief Operating Officer

As a standard practice, I always look back on my reports from prior years. At this time last year, I was sharing my reflections with the Board following a fairly contentious March board meeting. ***I had written a letter to the community to acknowledge where we were and to share a Call to Action*** – asking those who were still committed to MWA to help us move in a different direction. ***I think that some have answered that call and I feel the difference.*** I have partnered differently and more productively with faculty and with my team, ***I spent more time thinking about the future rather than dwelling on the past.*** The Total Compensation Study was both informative and affirming. The outcomes of that study, I believe, will have a largely positive impact on our employees and I am excited to share more at the June board meeting.

Hiring and Recruitment Update for 2025–26 School Year

Written By: Lauren O'Mara, Contract Recruiter and Alexis Brown, Associate Chief of Staff to the COO

As we approach the close of the 2024–25 school year, I am pleased to share an update on our recruitment and hiring efforts for the upcoming 2025–26 school year.

Overall, while recruitment remains competitive across California, and nationally, ***our year-over-year comparison shows a positive trend in early hiring, especially among faculty roles.*** We have made steady progress toward filling key vacancies, though a few hard-to-fill subject areas remain open. At this time, we are focused on closing the year strong while simultaneously laying a strong foundation for a smooth launch to 2025–26.

Candidate pipeline since launch of new faculty apps on 12/3/24

Job Category	# of Applications	Offers Made	Offers Accepted
Faculty (includes SPED)	255	11	9
Leadership	295	1	0
Other (includes Long Term Subs)	450	2	2

Year-over-Year Comparison

Table 1 (Vacancies and Fills, comparisons)

May 2025								
Vacancies By Type (May 2025)			Vacancies By Type (May 2024)			Vacancies By Type (May 2023)		
Faculty	Admin	Staff	Faculty	Admin	Staff	Faculty	Admin	Staff
8	7	10	12	5	5	23	0	0
Filled By Type (May 2025)			Filled By Type (May 2024)			Filled By Type (May 2023)		
Faculty	Admin	Staff	Faculty	Admin	Staff	Faculty	Admin	Staff
7	0	0	11	2	0	5	0	0

Note:

Late Vacancies: We experienced 2 faculty late resignations in May 2025, compared to 14 late faculty resignations last year, a significant improvement reflecting stronger retention efforts.

May 2025

APPENDIX

Abbreviation Key:

LTS = Long Term Substitute Teacher

ELA = English Language Arts

“Overhires” = budgeted positions in excess of required slots (in case of late notification of a vacated teaching position)

Current Hiring Status Overview (as of May 21, 2025)

Upper School Faculty Hiring

Confirmed Vacancies: **3** (down from 4 in May 2024)

- US Math (vacant)
- US Earth/Space Science (currently filled by LTS)
- US Spanish (currently filled by LTS)

Faculty Hires Completed: **4**

- US History
- ELA 12
- 2 overhires in History and Biology

Anticipated Challenges:

Earth/Space Science and Spanish remain difficult to fill due to credentialing requirements and market competition.

Special Education Hiring

- Confirmed Vacancies: 1
- Hires Completed: 1

Non-Instructional Hiring

Central Office

Leadership (3):

- Director of Operations and Safety
- Director of Special Education
- Senior Director of Finance

Staff Vacancies (2):

- Campus Supervisor (2 positions)

Current Open Non-Instructional Roles: **17** Total

Middle School Faculty Hiring

Confirmed Vacancies: **5** (down from 7 in May 2024)

- Health/Wellness 8 (vacant)
- Science 8 (incumbent leaving)
- Music (filled by LTS)
- Technology (filled by LTS)
- Math 8 (non-renewed position)

Faculty Hires Completed: **3**

- ELA/History 6
- ELA 8
- History 7

Anticipated Challenges:

Continued challenges in hiring qualified candidates for Health & Wellness, Music, and Technology.

Non-Instructional Hiring (cont.)

School-Site

Admin Vacancies (4):

- Director of Student Support Services
- Division Director (2 positions)
- Head of School

Staff Vacancies (8):

- Associate Dean of Students
- Associate Director of Career Development and Internships
- English Language Development (ELD) Coordinator
- Expanded Learning Tutor
- High School Athletic Trainer
- Instructional ELA Coach
- Makerspace Innovation Specialist
- Substitute Teacher Coordinator

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-04.18.25 (3).pdf



Making Waves Academy March 2025 Financial Report

Dear Finance Advisory Committee Members,

At the end of March 2025, Making Waves Academy closed its books with:

- \$7.51M in cash
- Operations for MWA ("School") and MWA Central Office have been under budget for the month
- MWA - "School" spent about **\$2.16M**, and MWA Central Office spent about **\$288K** in March 2025.

Year-to-Date

- The budget used for our comparisons is the board-approved 2nd interim budget.
- MWA - "School" finished \$787K or 4% under budget, and MWA Central Office finished \$98K or 4% under budget.
- Government Revenues Only - We received \$11.9M compared with \$12.8M last year. The decreased revenue resulted from exhausting one-time federal and state funding of the Elementary and Secondary School Relief III Grant (ESSER III), the Educator Effectiveness Grant, the Arts, Music, and Instructional Materials Discretionary Block Grant, Kitchen Infrastructure & Training Funds, and the Learning Recovery Emergency Block Grant, as these funds come from and reduce our deferred revenue.
- In March, there were 9 Full-Time Equivalent (FTE) vacant positions for which we are **actively recruiting**. We have stopped recruitment for 5 Full-Time Equivalent (FTE) vacant positions due to a low pool of qualifying candidates. The unfilled active recruiting positions comprised of:
 - **1 teacher, 3 on-site substitute teachers**
 - **5 Full-Time Equivalent (FTE) non-teaching staff.**

MWA - "School"

1. In March, the YTD savings of \$869K on salaries and benefits are due to the following:
 - a. 9 FTE vacant positions that we are actively recruiting and 5 budgeted vacant FTE positions that have stopped recruitment.
 - b. Offering summer school to SPED students only instead of opening to all students.
 - c. Accrued paid time off for staff.
 - i. The variance is due to timing, and it will even out as we finish the school year.
2. Supplies expenses were over by \$3.2K due to the following:
 - a. Approved textbooks, core curricula, and instructional materials were over \$4.7K. Since the school year is ending, we will anticipate fewer textbook purchases.
 - b. The \$1.5K savings are from custodial supplies, student food services, and computer supplies.
3. Contract Services expenses were over by \$79K from the following:
 - a. Staff professional development expenses were over by \$37K, mainly from the second payment of the teacher induction costs.
 - b. Special Education and substitute contract services were over by \$71K for the month, but it will even out as we finish the school year.
 - c. The \$29K in savings are from contract services, IT contract services, and telecommunication expenses.



MWA Central Office

1. The net savings of \$81K for salaries and benefits were from the staff's accrued paid time off. The variance of the accrued paid time off is due to timing, and it will even out as we finish the school year.
2. Budget savings of \$17K from supplies and contract services expenses were from staff professional development, computer & IT supplies, and other services.

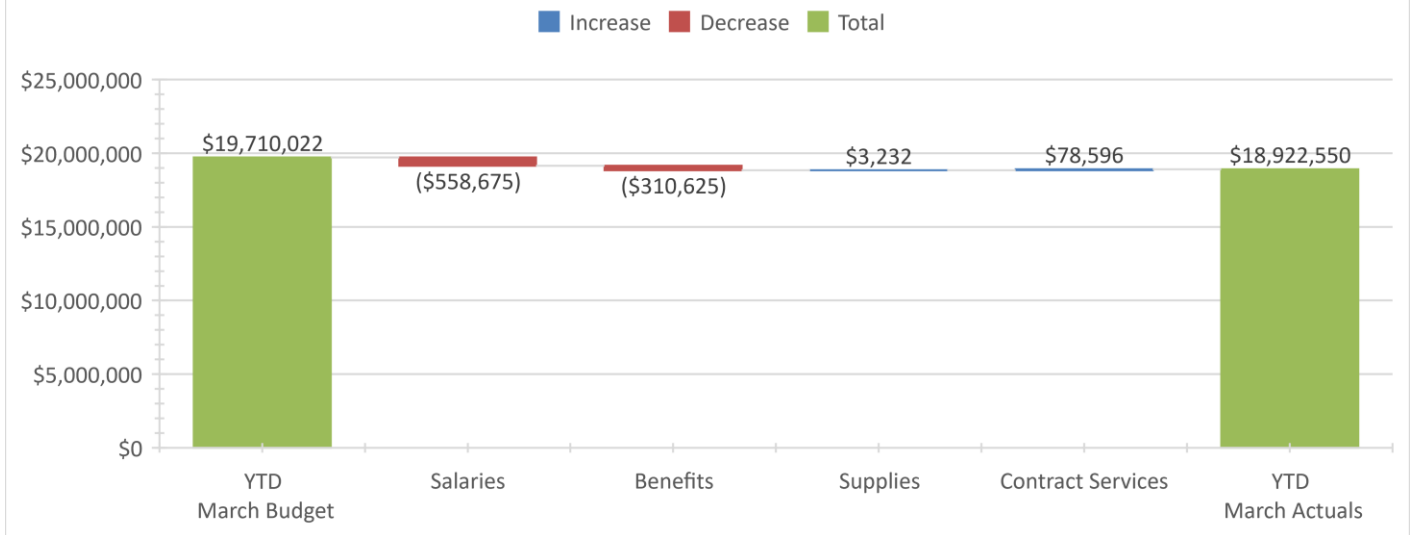
With no surprises, we wrapped up March with spending around the same as the previous month. We have finalized the FY26 preliminary budget to be presented to the committee in April. With only three months of the school remaining, we will monitor our cash flow closely to maintain appropriate cash levels, follow the state's revenue schedule, and accrue all revenues by June 30, 2025.

State and Local Payment Schedule:

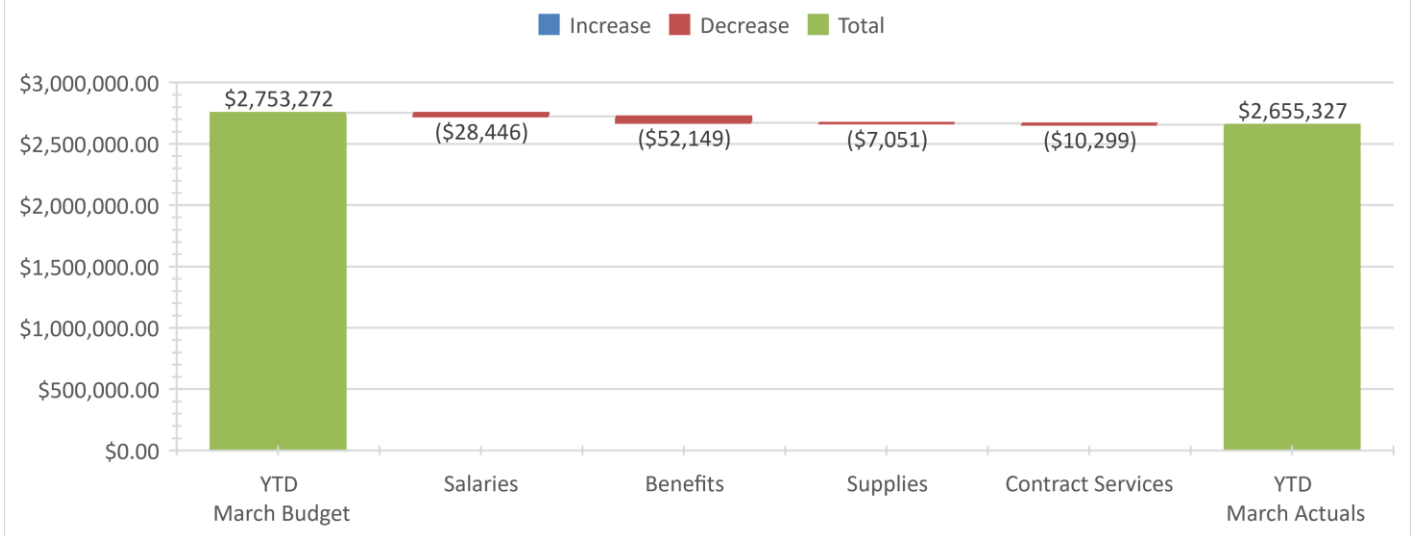
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June (Deferred to July/August)
State Aid, LCFF, and State SPED	5%	5%	9%	9%	9%	9%	9%	20% of balance due	20% of balance due	20% of balance due	20% of balance due	20% of balance due
Property Tax	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%



YTD Expenses (July - March 2025)
Budget to Actual Reconciliation - MWA - "School"



YTD Expenses (July - March 2025)
Budget to Actual Reconciliation - MWA Central Office



	A	B	C	D	E	F	G
1	MWA - "School" FY2025 Spending Budget Tracking Report		Monthly Executive Summary				
2	Actuals vs. Cycled Budget		1. Spending -4% under budget				
3			2. Currently active recruiting for 9 FTE vacant positions and stop recruitment				
4			for 5 FTE vacant positions				
5							
6	MWA Spending Budget	2nd Interim Budget FY2025	07.01.24 - 03.31.25- Actuals	07.01.24 - 03.31.25 - 2nd Interim Budget	Variance	% Variance	Notes
7	1100 - Teacher Salaries	4,578,169	3,163,928	3,412,877	(248,949)	-7%	Variance from the following: • 1 SPED Teacher vacancy • Stop recruitment for 1 MS Math Teacher • Savings from summer school stipends
8	1103 - Substitute Teacher Salaries	328,834	144,655	246,625	(101,970)	-41%	Variance from 3 Substitute Teacher vacancies and Stop recruitment for 1 Substitute Teacher
9	1200 - Certificated Pupil Support	738,933	550,524	539,990	10,534	2%	
10	1300 - Certificated Supervisor & Administrator Salary	1,273,306	891,352	927,031	(35,679)	-4%	Timing issue to pay extra work stipend
11	1409 - Special Temporary COLA	1,463,500	1,059,500	1,097,625	(38,125)	-3%	Savings from vacancies
12	1900 - Certificated Other Salaries	135,055	64,133	97,079	(32,946)	-34%	Variance from the following vacancies: • ELD Coordinator • Director of SPED • Manager of SPED
13	2100 - Classified Instructional Aide Salaries	641,403	422,934	468,718	(45,784)	-10%	Variance from the following: • SPED Instructional Aide worked less hours than budgeted • Expanded Learning Tutor vacancy
14	2200 - Classified Support Staff Salaries	1,021,657	725,339	746,595	(21,256)	-3%	Variance from the following: • Food Service Assistant vacancy • Campus Supervisor vacancy
15	2300 - Classified Supervisor & Administrator Salaries	418,711	295,767	305,981	(10,214)	-3%	
16	2400 - Classified Clerical and Office Salaries	712,369	519,218	520,578	(1,360)	0%	
17	2900 - Classified Other Salaries	302,598	188,202	221,129	(32,927)	-15%	Timing issue to pay out Seasonal Coach stipends
18	Total Salaries	11,614,535	8,025,552	8,584,228	(558,676)	-7%	
19	3101 - State Teachers Retirement System (STRS)	1,314,329	829,471	864,575	(35,104)	-4%	Savings from vacancies and stipends
20	3301 - Social Security and Medicare	420,961	279,864	307,274	(27,410)	-9%	
21	3401 - Health & Welfare Benefits	1,710,264	1,148,718	1,282,698	(133,980)	-10%	Savings from vacancies
22	3501 - Unemployment Insurance	17,742	17,803	17,373	430	2%	
23	3601 - Workers Comp Insurance	150,993	113,948	112,904	1,044	1%	
24	3701 - 403(B) Retirement Match	113,495	34,391	82,939	(48,548)	-59%	Less staff utilizing 403B matching benefit
25	3999 - Accrued Paid Time Off	62,091	(20,486)	46,570	(67,056)	-144%	Variance is due to staff resignation with PTO paid out and staff taking more PTO time
26	Total Benefits	3,789,875	2,403,709	2,714,333	(310,624)	-11%	
27	Total Salaries & Benefits	15,404,410	10,429,261	11,298,561	(869,300)	-8%	

MWA - "School" YTD Actuals vs. Budget
March 2025

	A	B	C	D	E	F	G
6	MWA Spending Budget	2nd Interim Budget FY2025	07.01.24 - 03.31.25- Actuals	07.01.24 - 03.31.25 - 2nd Interim Budget	Variance	% Variance	Notes
28							
29	4100 - Approved Textbooks and Core Curricula Mater	211,635	194,301	190,935	3,366	2%	
30	4200 - Books and Other Reference (Faculty and Staff	2,700	2,357	1,682	675	40%	
31	4315 - Custodial Supplies	67,000	51,646	52,081	(435)	-1%	
32	4325 - Instructional Materials & Supplies	350,193	240,828	240,161	667	0%	
33	4330 - Office Supplies	1,800	372	859	(487)	-57%	
34	4410 - Furniture, Equipment & Supplies (non-capitaliz	86,500	39,125	36,261	2,864	8%	
35	4420 - Computers and IT Supplies (non-capitalized)	185,910	161,874	160,122	1,752	1%	
36	4710 - Student Food Services	317,000	209,979	215,150	(5,171)	-2%	
37	4910 - Emergency Supplies	3,950	71	71	-	0%	
38	4990 - Contingency	12,000	-	-	-	-100%	
39	Total Supplies	1,238,688	900,553	897,322	3,231	0%	
40	5210 - Conference and Professional Development	93,250	102,742	60,654	42,088	69%	2nd payment of Teacher Induction costs
41	5215 - Travel - Mileage, Parking, Tolls	7,925	2,330	3,887	(1,557)	-40%	
42	5220 - Travel - Airfare & Lodging	29,225	20,706	17,991	2,715	15%	
43	5225 - Travel - Meals	16,750	2,699	1,792	907	51%	
44	5305 - Professional Dues & Memberships	18,800	7,434	14,257	(6,823)	-48%	
45	5421 - General Liability Insurance	505,462	375,829	375,829	-	0%	
46	5510 - Utilities - Gas and Electric	497,500	446,155	419,907	26,248	6%	True-up bill for US building
47	5515 - Janitorial and Gardening Services	643,000	481,892	481,892	-	0%	
48	5525 - Utilities - Waste	71,000	51,998	52,772	(774)	-1%	
49	5530 - Utilities - Water	83,000	62,314	62,314	-	0%	
50	5605 - Equipment Leases and Rentals	120,000	93,447	84,650	8,797	10%	
51	5610 - Occupancy Rent	1,932,880	1,449,695	1,449,657	38	0%	
52	5612 - Facilities Use Fees	19,000	9,093	5,132	3,961	77%	
53	5615 - Repairs and Maintenance - Building	142,000	51,510	63,871	(12,361)	-19%	
54	5617 - Repairs and Maintenance - Non-computer Equ	2,300	140	140	-	0%	
55	5618 - Repairs & Maintenance - Auto	22,000	12,727	12,550	177	1%	
56	5806 - County Oversight Fees	145,240	-	-	-	-100%	
57	5810 - Contracted Services	726,116	511,943	527,083	(15,140)	-3%	
58	5810.001 - Food Service Administration	1,000	-	-	-	-100%	
59	5810.003 - Student Transportation	232,000	142,327	147,808	(5,481)	-4%	
60	5810.005 - Psychological Services	100,000	45,000	55,000	(10,000)	-18%	
61	5810.006 - Substitute Teachers	1,100,000	884,629	830,788	53,841	6%	Utilizing more contract subs due to teacher shortage
62	5810.008 - Information Technology	965,082	781,663	795,576	(13,913)	-2%	
63	5811 - Student Exams Fees	17,000	(616)	-	(616)	-100%	

**MWA - "School" YTD Actuals vs. Budget
March 2025**

	A	B	C	D	E	F	G
		2nd Interim Budget FY2025	07.01.24 - 03.31.25- Actuals	07.01.24 - 03.31.25 - 2nd Interim Budget	Variance	% Variance	Notes
6	MWA Spending Budget						
64	5821 - Printing and Reproduction	36,750	23,510	22,297	1,213	5%	
65	5840 - Study Trip - Entrance, Admission, & Ticket Fee	59,300	21,908	23,539	(1,631)	-7%	
66	5897 - Special Education	1,115,942	819,284	801,647	17,637	2%	
67	5898 - Use Tax	1,000	-	1,000	(1,000)	-100%	
68	5905 - Company Cell Phones	35,200	37,258	31,882	5,376	17%	
69	5910 - Internet	120,600	38,951	51,523	(12,572)	-24%	
70	5915 - Postage and Delivery	16,000	5,010	8,411	(3,401)	-40%	
71	5920 - Landlines and Office Based Phones	7,800	8,210	7,340	870	12%	
72	6900 - Depreciation and Amortization	19,000	13,650	13,652	(2)	0%	
73	INCO.EXP - 5895 MWAS (Central Office) Fees	1,452,400	1,089,298	1,089,298	-	0%	
74	Total Contract Services	10,354,522	7,592,736	7,514,139	78,597	1%	
75							
76	Total Salaries & Benefits	15,404,410	10,429,261	11,298,561	(869,300)	-8%	
77	Total Supplies	1,238,688	900,553	897,322	3,231	0%	
78	Total Contract Services	10,354,522	7,592,736	7,514,139	78,597	1%	
79	Total Expenses	26,997,620	18,922,550	19,710,022	(787,472)	-4%	

MWA Central Office YTD Actuals vs. Budget
March 2025

	A	B	C	D	E	F	G
1	MWA Central Office FY2025 Spending Budget Tracking Report		<u>Monthly Executive Summary</u>				
2	Actuals vs. Cycled Budget		1. Spending -4% under budget				
3			2. Spending is on track on non-personnel expenses				
4							
5							
6	MWAS (Central Office) Spending Budget	2nd Interim Budget FY2025	07.01.24 - 03.31.25- Actuals	07.01.24 - 03.31.25 - 2nd Interim Budget	Variance	% Variance	Notes
7	1409 - Special Temporary COLA	149,500	107,500	112,125	(4,625)	-4%	
8	2300 - Classified Supervisor & Administrator Salaries	1,434,081	1,026,114	1,047,982	(21,868)	-2%	Variance from the stop recruitment for the following vacancies: • People Operations Genrealist • People Operations Specialist
9	2400 - Classified Clerical and Office Salaries	331,255	240,118	242,071	(1,953)	-1%	
10	Total Salaries	1,914,836	1,373,732	1,402,178	(28,446)	-2%	
11	3101 - State Teachers Retirement System (STRS)	66,157	48,346	46,680	1,666	4%	
12	3301 - Social Security and Medicare	116,424	80,565	85,080	(4,515)	-5%	
13	3401 - Health & Welfare Benefits	308,093	234,118	231,069	3,049	1%	
14	3501 - Unemployment Insurance	4,620	4,620	4,620	-	0%	
15	3601 - Workers Comp Insurance	24,892	19,487	18,672	815	4%	
16	3701 - 403(B) Retirement Match	51,960	42,576	37,970	4,606	12%	
17	3999 - Accrued Paid Time Off	49,923	(20,325)	37,445	(57,770)	-154%	Variance is due to staff termination with PTO paid out and staff taking more PTO time
18	Total Benefits	622,069	409,387	461,536	(52,149)	-11%	
19	Total Salaries & Benefits	2,536,905	1,783,119	1,863,714	(80,595)	-4%	
20							
21	4200 - Books and Other Reference (Faculty and Staff	1,400	-	872	(872)	-100%	
22	4330 - Office Supplies	7,700	4,942	3,674	1,268	35%	
23	4410 - Furniture, Equipment & Supplies (non-capitaliz	1,000	-	419	(419)	-100%	
24	4420 - Computers and IT Supplies (non-capitalized)	10,200	1,758	8,785	(7,027)	-80%	
25	4990 - Contingency	4,500	-	-	-	-100%	
26	Total Supplies	24,800	6,700	13,750	(7,050)	-51%	
27	5210 - Conference and Professional Development	25,500	6,723	16,587	(9,864)	-59%	
28	5215 - Travel - Mileage, Parking, Tolls	3,675	210	1,802	(1,592)	-88%	
29	5220 - Travel - Airfare & Lodging	9,000	6,174	5,541	633	11%	
30	5225 - Travel - Meals	3,450	134	369	(235)	-64%	
31	5305 - Professional Dues & Memberships	30,500	27,426	23,132	4,294	19%	
32	5605 - Equipment Leases and Rentals	5,000	3,745	3,527	218	6%	

MWA Central Office YTD Actuals vs. Budget
March 2025

	A	B	C	D	E	F	G
6	MWAS (Central Office) Spending Budget	2nd Interim Budget FY2025	07.01.24 - 03.31.25- Actuals	07.01.24 - 03.31.25 - 2nd Interim Budget	Variance	% Variance	Notes
33	5803 - Accounting Fees	48,390	42,105	40,005	2,100	5%	
34	5804 - Legal Fees	50,000	40,123	39,130	993	3%	
35	5810 - Contracted Services	624,388	530,093	516,838	13,255	3%	
36	5810.002 - Student Information & Assessment	84,700	49,257	57,749	(8,492)	-15%	
37	5810.008 - Information Technology	79,028	60,381	65,148	(4,767)	-7%	
38	5820 - Recruiting - Students	5,000	-	-	-	-100%	
39	5821 - Printing and Reproduction	2,000	-	1,213	(1,213)	-100%	
40	5850 - Staff Recruitment	51,000	34,838	40,751	(5,913)	-15%	
41	5851 - Continuing Education Support	3,000	-	-	-	-100%	
42	5853 - Payroll Processing Fees	64,000	40,960	42,726	(1,766)	-4%	
43	5898 - Use Tax	-	1,312	-	1,312	-100%	
44	5905 - Company Cell Phones	7,500	953	6,793	(5,840)	-86%	
45	5915 - Postage and Delivery	4,750	2,720	2,497	223	9%	
46	5992 - Bank fees (not interest charges)	12,000	18,354	12,000	6,354	53%	
47	Total Contract Services	1,112,881	865,508	875,808	(10,300)	-1%	
48							
49	Total Salaries & Benefits	2,536,905	1,783,119	1,863,714	(80,595)	-4%	
50	Total Supplies	24,800	6,700	13,750	(7,050)	-51%	
51	Total Contract Services	1,112,881	865,508	875,808	(10,300)	-1%	
52	Total Expenses	3,674,586	2,655,327	2,753,272	(97,945)	-4%	

Making Waves Academy
FY2025

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2024	03/31/2025	
8		Actual	Actual	Period Diff
9	Assets			
10	Current Assets			
11	Cash and Cash Equivalents			
12	9120.100 - *2535 BB Operating	(134,895)	-	(134,895)
13	9120.101 - *5882 BB ZBA Payroll	(253,518)	(5,362)	(248,156)
14	9120.102 - *5358 BB ICS	9,382,406	3,989,366	5,393,040
15	9120.103 - *8637 BB Operating	-	(31,347)	31,347
16	9120.300 - *3822 MWA Chase - Operations Cash	3,224,743	3,326,979	(102,236)
17	9120.301 - *3798 MWA Chase - Fundraising and Club Monies	190,064	228,199	(38,135)
18	Total Cash and Cash Equivalents	12,408,800	7,507,835	4,900,965
19	Accounts Receivable, Net			
20	Accounts Receivable			
21	9210 - Accounts Receivable (not grants or pledges)	3,841,290	108,549	3,732,741
23	Total Accounts Receivable, Net	3,841,290	108,549	3,732,741
24	Other Current Assets			
25	Prepaid Expenses			
26	9331 - Prepaid and Deposits - Current Portion (non-employee)	455,153	323,415	131,738
29	Total Current Assets	16,705,243	7,939,799	8,765,444
30	Long-term Assets			
31	Property & Equipment			
32	9460 - Leasehold Improvements	435,813	435,813	-
33	9470 - Vehicles	22,400	22,400	-
34	9461 - AD - Leasehold Improvements	(184,519)	(198,169)	13,650
35	9471 - AD - Vehicles	(22,400)	(22,400)	-
36	Total Property & Equipment	251,294	237,644	13,650
37	Other Long-term Assets			
38	Other Assets			
39	9475 - Right of Use Asset	205,093	205,093	-
40	9476 - Right of Use Asset Amortization	(110,296)	(159,377)	49,081
41	Total Other Assets	94,797	45,716	49,081
43	Total Long-term Assets	346,091	283,360	62,731
44	Total Assets	17,051,334	8,223,159	8,828,175

Making Waves Academy
FY2025

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2024	03/31/2025	
8		Actual	Actual	Period Diff
45	Liabilities and Net Assets			
46	Liabilities			
47	Short-term Liabilities			
48	Accounts Payable			
49	9500 - Accounts Payable	1,670,163	462,440	1,207,723
50	9500.999 - Employee Expense Payables	1,711	-	1,711
51	9520.497 - CC*6315 Chase	56,531	52,116	4,415
52	Total Accounts Payable	1,728,405	514,556	1,213,849
53	Accrued Liabilities			
54	9601 - Payroll Liabilities	270,134	-	270,134
55	9602 - Benefits Liabilities	49,822	12,346	37,476
56	9603 - Accrued Paid Time Off Liability	441,655	400,844	40,811
57	9620 - Funds Held for Others (Student Groups and Agencies)	24,820	42,241	(17,421)
58	9625 - Funds Held for Chromebook	18,508	9,777	8,731
59	9630 - Funds Held for Summer Holdback	234,176	218,232	15,944
60	Total Accrued Liabilities	1,039,115	683,440	355,675
61	Deferred Revenue	4,432,499	4,498,297	(65,798)
62	Total Short-term Liabilities	7,200,019	5,696,293	1,503,726
63	Long Term Liabilities			
64	Other Long-term Liabilities			
65	Other Liabilities			
66	9745 - Operating Lease Liability	95,015	46,036	48,979
69	Total Long Term Liabilities	95,015	46,036	48,979
70	Total Liabilities	7,295,034	5,742,329	1,552,705
71				
72	Net Assets			
73	9800 - Equity			
74	Beginning Net Assets*	8,120,743	9,756,300	(1,635,557)
75	Change In Net Assets**	1,635,557	(7,275,469)	8,911,026
76	Total Net Assets	9,756,300	2,480,830	7,275,470
77	Total Liabilities and Net Assets	17,051,334	8,223,159	8,828,175
78				
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	MWA Revenue Budget	2nd Interim Budget FY2025	07.01.24 - 03.31.25 - Actuals	07.01.24 - 03.31.25 2nd Interim Budget	Variance	% Variance	Notes
7	Revenue						
8	8011 - State Aid - General Apportionment	8,779,341	5,605,298	5,645,431	40,133	1%	
9	8012 - Prop 30 - Education Protection Account Entitlement	2,022,780	1,029,301	1,029,301	-	0%	
10	8096 - In Lieu of Property Taxes	3,777,067	2,229,493	2,824,508	595,015	21%	Waiting for March's payment
11	8181 - Federal - Special Education	141,512	-	-	-	0%	
12	8220 - Federal - Child Nutrition Programs	277,263	111,950	113,900	1,950	2%	
13	8230 - Federal - American Rescue Plan - Homeless Children and Youth II	1,567	1,567	1,567	-	0%	
14	8263 - Federal - Elementary and Secondary School Relief III (ESSER III)	54,440	40,650	40,830	180	0%	
15	8290 - Federal - Title I - Basic Grant	384,518	298,158	298,158	-	0%	
16	8295 - Federal - Title II - Teacher and Principal Training	51,489	28,350	42,017	13,667	33%	
17	8296 - Federal - Title III - LEP	40,601	18,560	18,560	-	0%	
18	8297 - Federal - Title IV, Part A - Student Support	24,000	17,129	17,129	-	0%	
19	8311 - State - Special Education	906,576	678,950	671,457	(7,493)	-1%	
20	8312 - State - Special Education - Level 1 Mental Health Funding	-	-	-	-	0%	
21	8313 - State - Special Education - Level 2 Mental Health Funding	53,300	-	-	-	0%	
22	8314 - State - Special Education - Level 3 Mental Health Funding	43,000	-	-	-	0%	
23	8319 - State - Other Revenues - Prior Years	15,070	16,823	15,070	(1,753)	-12%	
24	8520 - State - Child Nutrition Programs	164,356	76,039	75,519	(520)	-1%	
25	8521 - State - Kitchen Infrastructure & Training funds	40,000	40,000	40,000	-	0%	
26	8526 - State - Expanded Learning Opportunities Program	332,310	249,233	249,233	-	0%	
27	8527 - State - Educator Effectiveness	155,335	126,501	126,501	-	0%	
28	8528 - State - A-G Completion Improvement Grant	20,000	20,000	20,000	-	0%	
29	8531 - State - Arts, Music, and Instructional Materials Discretionary Block Grant	312,247	234,186	234,186	-	0%	
30	8532 - State - Learning Recovery Emergency Block Grant	200,000	150,000	150,000	-	0%	
31	8545 - State - School Facilities	1,451,796	697,700	697,700	-	0%	
32	8550 - State - Mandate Block Grant	38,268	37,854	37,854	-	0%	
33	8560 - State - Lottery	275,948	65,779	61,623	(4,156)	-7%	
34	8596 - State - Prop 28 Arts & Music in Schools (AMS) funding	197,847	148,385	148,385	-	0%	
35	8621 - Local - Parcel Taxes	302,649	-	-	-	0%	
36	8808 - Realized Gains/Losses on Investments	-	-	-	-	0%	
37	8810 - Dividend Income	-	-	-	-	0%	
38	8811 - Interest Income	453,000	325,690	355,574	29,884	8%	
39	8980 - Contributions - Unrestricted	925,000	938,800	923,594	(15,206)	-2%	
40	8981 - John Regina Scully (JRS)	7,788,526	-	-	-	0%	
41	8986 - School Supply Fund Donations	6,000	1,704	1,704	-	0%	
42	8988 - In-Kind Donations	9,000	10	9	(1)	-11%	
43	8990 - Contributions - Restricted	25,000	25,000	25,000	-	0%	
44							
45	Total Revenues	29,269,806	13,213,110	13,864,810	651,700	5%	
46							
49	YTD Revenue Non-SRE						
137							
138	MWA Non-SRE Revenue						
139							
140	Total Governmental Revenue	20,063,280	11,921,906				
141	Total Grants, Interest Income, and non-SRE donations	1,418,000	1,291,204				
142	Total external sources of revenue	21,481,280	13,213,110				
143							
144	Cumulative Revenues		13,213,110				
145	% of FY2023 Annual budget		62%				
146							
147							
148	Total student count (EOM) - 96% ADA		1061				
149							
150	Governmental revenue/student		\$11,239				
151	Grants and non-SRE donations/student		\$1,217				
152	Total external revenues per student		\$12,456				

**Cash Flow Projection
2024-25**

	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-24	Aug-24*	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25*	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
56	Beginning Cash	12,408,800	12,063,344	10,540,587	9,075,653	9,406,107	9,030,712	9,046,328	8,752,807	8,526,925	7,507,835	7,158,900	6,773,337	12,408,800
57														
58	Cash In													
59	Government	1,155,425	752,174	563,025	2,166,428	854,275	2,077,490	2,141,289	1,184,368	1,027,612	2,324,943	2,054,538	2,981,424	19,282,992
60	Donation (Non-SRE)	27,029	3,899	110,246	646	751,676	43,076	28,329	256	256	256	8,461	(9,130)	965,000
61	Dividend & Realized Gains/Loss on Investments & Sale of Fixed Assets	51,634	47,097	40,224	36,849	34,414	32,376	30,614	27,037	25,446	25,000	25,000	25,000	400,691
62	JRSF	-	-	-	-	-	-	-	-	-	-	-	7,788,526	7,788,526
63	Total Cash In	1,234,088	803,170	713,495	2,203,923	1,640,365	2,152,942	2,200,232	1,211,661	1,053,314	2,350,199	2,087,999	10,785,821	28,437,209
64														
65	Cash Out**													
66	MWA	1,636,232	2,123,722	1,950,527	2,047,611	1,832,724	1,996,260	2,287,180	1,884,114	2,065,805	2,197,225	2,163,630	2,521,803	24,706,836
67	MWAS (Central Office)	261,067	386,536	263,729	249,628	322,123	256,788	361,741	259,573	306,220	281,713	236,899	357,406	3,543,423
68	Total Cash Out	1,897,299	2,510,258	2,214,256	2,297,239	2,154,847	2,253,048	2,648,921	2,143,687	2,372,025	2,478,938	2,400,529	2,879,209	28,250,259
69														
70	Net Change In Cash (In - Out)	(663,211)	(1,707,088)	(1,500,761)	(93,316)	(514,482)	(100,106)	(448,689)	(932,026)	(1,318,711)	(128,739)	(312,530)	7,906,612	186,950
92														
93	Net Change in Cash from Operating Activities	(345,456)	(1,522,757)	(1,464,934)	330,453	(375,395)	15,617	(293,521)	(225,883)	(1,019,089)	(348,936)	(385,563)	8,399,529	2,764,065
94														
95	Ending Cash	12,063,344	10,540,587	9,075,653	9,406,107	9,030,712	9,046,328	8,752,807	8,526,925	7,507,835	7,158,900	6,773,337	15,172,865	15,172,865
96														
100	Deferred Revenue	1,874,393	3,836,932	3,846,023	3,862,388	4,029,002	4,098,867	4,168,733	4,521,764	4,498,297	4,049,951	3,955,935	3,861,919	
101	<i>Unrestricted Cash</i>	10,188,951	6,703,655	5,229,630	5,543,719	5,001,710	4,947,461	4,584,074	4,005,161	3,009,538	3,108,949	2,817,402	11,310,946	
102														
103	Date Needed												6/15/2025	
104														
105	Notes:													
106	*Three payrolls Funded													
107														
110	**Does not include non-cash items (i.e.: vacation, depreciation, and MWAS (Central Office) Fees to school)													

Coversheet

EdCoad Local Assignment Options List for 2025-2026

Section: III. Non-Action Items
Item: B. EdCoad Local Assignment Options List for 2025-2026
Purpose: FYI
Submitted by: Meuy Saechao
Related Material: EdCode Local Assignment Projections 2025-26.docx (1).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-1, 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 CallSAAS reporting.



Making Waves Academy

4123 Lakeside Dr., Richmond, CA 94806

Phone: 510.262.1511 FAX: 510.262.1558

www.makingwavesacademy.org

Education Code Local Assignment Option Projections 2025-2026

Committee on Assignment (CoA) for Making Waves Academy		
Role	Name, Title	Term
Lead	TBD, Division Director	2025-2026 to 2026-2027
Primary	LaWanda Muhammad, Lead Teacher, Math	2025-2026 to 2026-2027
Primary	Masin Persina, Lead Teacher, ELA	2025-2026 to 2026-2027
Support/Approver	TBD, MWA Head of School	2025-2026 to 2026-2027

*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.

*People Operations will send CoA details to the County Office of Education in August.

Edcode LOA outlook for 2025-2026 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	EC §44258.3	<i>Board Approved</i>
Eva	Arias-Ramirez	Math 5/6	Single Subject Science	Craven assessment conducted	n/a	EC §44258.3	<i>Projection</i>
Katalina	Vang	English 5/6	Single Subject Social Science	Craven assessment conducted	n/a	EC §44258.3	<i>Projection</i>

Coversheet

CTC Declaration of Need

Section:	III. Non-Action Items
Item:	C. CTC Declaration of Need
Purpose:	FYI
Submitted by:	
Related Material:	CTC Declaration of Need CL500 2025-2026 rev. 4.28.25.pdf



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Making Waves Academy District CDS Code: 07100740114470

Name of County: Contra Costa County County CDS Code: 0710074000000

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5/5/2025 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2026.

Submitted by (Superintendent, Board Secretary, or Designee):

Isabel Montilla Sr. Director of People Operations
Name Signature Title

510-222-4679 510-867-4069
Fax Number Telephone Number Date

4123 Lakeside Drive, Richmond CA 94806
Mailing Address

peopleoperations@mwacademy.org
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on 05/05/25, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2026.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Alton B. Nelson

Chief Executive Officer

Name

Signature

Title

510-249-9942

510-262-1511

Fax Number

Telephone Number

Date

4123 Lakeside Drive, Richmond CA 94806

Mailing Address

anelson@mwacademy.org

EMail Address

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

15

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

Emergency Transitional Kindergarten (ETK)

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	16
Special Education	4
TOTAL	25

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	3
Art	1	Music	1
Business		Physical Education	1
Dance		Science: Biological Sciences	2
English	1	Science: Chemistry	
Foundational-Level Math	1	Science: Geoscience	1
Foundational-Level Science	1	Science: Physics	
Health		Social Science	1
Home Economics		Theater	1
Industrial & Technology Education		World Languages (specify)	2 (Spanish)

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. See below

Does your agency participate in a Commission-approved college or university internship program?

☐ Yes ☒ No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

After careful consideration and in alignment with our strategic goals, Making Waves Academy has decided to take a temporary 1-2 year pause on our Teacher Residency Program with Alder GSE. This decision has been made to focus on strengthening our internal systems and building capacity. Alder has been a great partner, and we plan to return to Alder in the next 1-2 years.

Coversheet

LCAP Public Hearing

Section: IV. Action Items

Item: A. LCAP Public Hearing

Purpose: FYI

Submitted by:

Related Material:

LCAP_Annual Update_Board_Report_5_5_25.docx (1).pdf

LCAP Public Hearing Spring 2025 - Slides.pdf

2025_Local_Control_and_Accountability_Plan_Making_Waves_Academy_20250430 (4).pdf



Executive Summary

2024-25 Local Control Accountability Plan (LCAP) Annual Update

Executive Summary

LCAP Public Hearing

MWA is in the first year of our current 3-year LCAP cycle and presenting our Annual Update on progress toward the goals set in 2024. We are here to solicit recommendations and comments from the public regarding the specific actions and expenditures. This report includes highlights from this year's Annual Update as well as an overview of key changes made in response to feedback from our Educational Partners. For more information, please see the full MWA 2024-25 LCAP Annual Update in the board report.

Changes

Over the course of the year, several changes were made to our LCAP’s actions and metrics. These include refining how certain metrics are calculated, adding new components to existing actions, introducing new actions to account for Learning Recovery Emergency Block Grant (LREBG) funding, and adding metrics to monitor additional areas of progress. One major change is the disaggregation of key metrics by student groups as required by the state. We have had the flexibility to choose which student groups to disaggregate our metrics by for continuous monitoring which has allowed us to more closely examine disparities and target support where it is most needed. These updates were made by school personnel and informed by feedback from students, families, and teachers.

Some major changes include the addition of four new actions to account for our LREBG funds:

- **Action 1.7: Academic Support**
- **Action 2.4: Postsecondary Readiness Pathways**
- **Action 3.5: SEL Support**
- **Action 3.6: 504 Coordination and Implementation**

Below is a brief overview of the changes made and an introduction to our new actions. A full breakdown of each—including metrics, expenditures, and annual reflections—is available in the full LCAP document included in the MWA May 5 board report.

Goal 1: Support for All Learners	
Action 1.1: Enhancing Instructional Capacity and Professional Growth	Created Action 1.1.4 A new teacher boot camp was launched to support both new and returning teachers needing additional guidance. To ensure ongoing monitoring and support, this program was formally added to Action 1.1.
Action 1.4: Improve Academic Outcomes for Special Education Students	Created Action 1.4.3 The Mentor-Mentee program was piloted to provide consistent, targeted support for students—particularly Students with Disabilities (SWD)—who face academic and behavioral challenges. Its early success led to the program being embedded into Action 1.4 to ensure continued development and oversight.
Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD	Created Action 1.5.4 To better address achievement gaps and discipline disparities among English Learners (ELs), SWD, and Black/African-American students, this action brings in external consultants and leverages leadership expertise to offer focused, high-impact professional development for teachers.

Action 1.6: Language Acquisition Program	<p>Created Action 1.6.3</p> <p>This action supports ELs in math by bringing in consultants to help teachers integrate language development into math instruction. It aims to improve GPA outcomes by building on existing language supports and increasing access to rigorous content.</p>
Action 1.7: Academic Support	<p>New Action</p> <p>Provide targeted academic support for students through a tutoring pilot, teacher office hours, and partnerships with external agencies, with a prioritized focus on Math and ELA to enhance academic achievement across student groups.</p>

Goal 2: College and Career Readiness

Metric 2.2: A-G Course Completion %	Clarified the metric language from "A-G Completion %" to "A-G Course Completion %" after LCAP AG feedback to ensure it reflects course completion, not graduation eligibility. The baseline was updated from 89% to 100%, and the Year 3 target adjusted to 100%.
Metric 2.8: UC and CSU Eligibility	Adjusted the baseline for CSU and UC eligibility to reflect eligibility as defined by CSU and UC. Metrics were updated to reflect the new definitions: 91% for CSU (≥ 2.0 GPA) and 78% for UC (≥ 2.5 GPA). Prior to this change, the percentages were 98% and 57% respectively.
Metric 2.9: How Many Pathways and Student Meetings	Changed the Year 3 outcome from a fixed number ("150") to a percentage ("100%") to reflect more accurate completion tracking and allow flexibility in response to changing student population sizes.
Metric 2.11: Number of College and Career Related Field Trips	Renamed the metric to "Number of College and Career Related Field Trips" from "Number of Field Trips" to more clearly connect the trips to the overall College and Career Readiness goal.
Action 2.4: Postsecondary Readiness Pathways	<p>New Action</p> <p>Start the process of establishing a robust Career & Technical Education (CTE) pathway and concurrent enrollment opportunities. A student interest survey is guiding the development of future CTE offerings aligned with in-demand industries. The school is also deepening partnerships with local colleges to increase access to dual enrollment courses in both general education and CTE fields, ensuring alignment with students' academic and career goals and exploring opportunities for high school credit articulation.</p>

Goal 3: Diversity, Equity, and Inclusion

Metric 3.7: Parent Participation	Due to staffing changes, the Skills Academy pilot was paused for 2024–25 and is scheduled for review and reimplementaion in 2025–26. This metric now tracks other methods used by the Social Worker to engage families and collect feedback during the interim.
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Metric 3.17 Staff Experience and Engagement	Renamed from “Staff Satisfaction Survey” to “Staff Experience and Engagement” to better reflect a more holistic, people-centered approach led by the new People Operations department. The new goal focuses on developing a standardized system to capture meaningful staff feedback and workplace climate, informed by the ongoing Total Compensation Study.
Metric 3.18: ParentSquare Engagement	New Metric Added to track family communication more effectively using ParentSquare data, including contactability, delivery, and feature usage. As post-pandemic engagement patterns shift, this metric will help us better understand how families are interacting with school communications and inform future outreach strategies.
Action 3.1: Student Support Services for Students that are Suspended	Metric 2.13 (Field Trips) was removed from this action’s effectiveness metrics, as its updated focus on college and career-related trips no longer aligns with the behavioral goals of this action.
Action 3.2: Integrated Family Engagement	Metric 2.13 (Field Trips) was also removed from this action, as the revised definition of the metric does not effectively measure the impact of field trips on family engagement.
Action 3.5: SEL Support	New Action Implement an online Social Emotional Learning (SEL) program, utilizing Wayfinder curriculum, to help students incorporate SEL skills into their daily lives and academics.
Action 3.6: 504 Coordination and Implementation	New Action Establish a 504 Coordinator role to assist with the implementation and monitoring of 504 plans, with a focus on supporting students with disabilities.

Annual Update of the 2024-25 LCAP: Snapshots

MWA's 2024–25 LCAP includes 3 goals, 13 actions, and 48 metrics being implemented over a three-year period (2024–2027). This section provides a snapshot of our reflections on each goal, including a selection of metrics showing baseline data and progress made this year. It also includes shortened versions of our annual reflections, highlighting the overall effectiveness of each action.

For a complete breakdown of each action's effectiveness, including detailed successes and challenges, please refer to the full 2024–25 LCAP Annual Update. Disaggregated data for student subgroups—including Students with Disabilities (SWD), English Learners (ELs), and Socioeconomically Disadvantaged students—is available in the full LCAP included in the board packet included in the MWA May 5 board report.

Metrics marked with “***” will be updated with end-of-year (EOY) data in the final LCAP, to be presented at the June 16 Board Meeting. Note that some metrics (Goal 3: Chronic Absenteeism, ADA, and Suspensions) reflect mid-year data collected in December 2024; final data will be included in the June update or made available upon request.

Note on Disaggregated Metrics:

To better support our students, we are now required to choose student groups to disaggregate our metrics by. The LCAP Working Group (WG) discussed and identified priority groups for disaggregation. Throughout our mid-year board updates and ongoing engagement with our LCAP Advisory Group—including both students and parents—we have focused on monitoring disparities between groups. As we continue to track trends over time, this will help us more effectively identify which subgroups need the most support and refine our strategies accordingly.

We have chosen to disaggregate metrics for Students with Disabilities (SWD), English Learners (ELs), and Socioeconomically Disadvantaged students (Goal 3 tracks Low-Income students due to the way data is reported). We do not disaggregate data for groups with 11 or fewer students (such as Foster Youth) to protect student privacy. If a metric is not disaggregated, it is either because the data is unavailable, the metric is not relevant for subgroup analysis, or disaggregation would risk identifying individual students.

Goal 1: Support for All Learners

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

Metric 1.9 ELA	CAASPP 2022-23: 44% 2023-24: 47.04%	GPA - MS 2022-23: 2.8 2023-24: 2.7	GPA - US 2022-23: 2.34 2023-24: 2.78
Metric 1.10 Math	CAASPP 2022-23: 21% 2023-24: 35.54%	GPA - MS 2022-23: 2.74 2023-24: 2.89	GPA - US 2022-23: 2.47 2023-24: 2.56
Metric 1.11 Science	CAST 2022-23: 20.95% 2023-24: 30.7%	GPA - MS 2022-23: 2.93 2023-24: 3.07	GPA - US 2022-23: 2.51 2023-24: 2.74
Metrics 1.16 & 1.17 Teacher Retention	Retention Rate 2022-23: 67% 2023-24: 67%	By Proficiency - First Year Teachers (2024-25) Skillful: N/A Proficient: 100% Developing: 83%	By Proficiency - Continuing Teachers (2024-25) Skillful: N/A Proficient: 80% Developing: 59%

<p>Action 1.1:</p> <p>Total Funds: \$357,709</p> <p>Personnel: \$291,151</p> <p>Non-Personnel: \$66,558</p>	<p>Enhancing Instructional Capacity and Professional Growth Partially Effective</p> <p>To enhance instructional capacity and professional growth, we implemented a comprehensive PD calendar focused on standards alignment, differentiation, and data analysis, supported by Instruction Partners' coaching and August launch sessions. Math and ELA PLCs have strengthened collaboration and instructional refinement. A vacancy has paused ELD-specific PD, but our commitment to supporting specialized learners remains firm. We aim to resume targeted ELD training as soon as the position is filled.</p>
<p>Action 1.2</p> <p>Total Funds: \$1,900,765</p> <p>Personnel: \$1,859,014</p> <p>Non-Personnel: \$41,751</p>	<p>Strengthening Tier 1 Instruction and Differentiation Partially Effective</p> <p>Teachers are using research-based planning formats with standards alignment, success criteria, and strategies for diverse learning needs. With support from Instruction Partners, lead teachers and coaches have led PD sessions focused on supporting specific student populations. Regular PD, content meetings, and PLCs promote collaboration and data-driven instruction. SWD performance has improved in both ELA and Math, reflecting progress in Tier 1 instruction and differentiation.</p>
<p>Action 1.3</p> <p>Total Funds: \$606,727</p> <p>Personnel: \$572,099</p> <p>Non-Personnel: \$34,628</p>	<p>Enhancing Progress Monitoring and Data Analysis Effective</p> <p>Teachers analyze assessment data during PD, PLC, and content meetings to adjust instruction within the teaching and learning cycle. Data Dives after each assessment provide time to review IAB, NWEA-MAP, STAR, and CAASPP results and inform instructional decisions. Students set and reflect on academic goals using benchmark data. Next steps include disaggregating data by student group to provide more targeted support and close achievement gaps.</p>
<p>Action 1.4</p> <p>Total Funds: \$698,901</p> <p>Personnel: \$672,600</p> <p>Non-Personnel: \$26,301</p>	<p>Improve Academic Outcomes for Special Education Students Partially Effective</p> <p>We have taken a holistic approach by integrating support for both special and general education teachers, including unified training on accommodations, modifications, and IEP goals. Merging the two departments has strengthened collaboration and created a more aligned instructional approach. External partners offer continued training and support to build teacher capacity. Special Education teachers now participate in data analysis sessions and use Interim Assessment Benchmarks (IABs) to inform targeted support and instruction.</p>
<p>Action 1.5</p> <p>Total Funds: \$404,371</p> <p>Personnel: \$380,768</p> <p>Non-Personnel: \$23,603</p>	<p>Enhancing the Learning Environment for English Learners through Staff PD Partially Effective</p> <p>Early in the year, targeted PD for ELD staff focused on scaffolding, language objectives, and engagement strategies to support ELs at all proficiency levels. This training aimed to build teacher capacity for integrated instruction and support language acquisition. Due to a vacancy in the EL Coordinator role, broader PD implementation was delayed, but the hiring process is underway. Once filled, the plan will resume, with a focus on supporting LTELs and designated ELD instruction.</p>

Action 1.6

Total Funds: \$560,462

Personnel: \$525,869

Non-Personnel: \$34,593

Language Acquisition Program

Partially Effective

Our Language Acquisition Program ensures ELs and LTELs receive targeted, high-quality support through standards-aligned curriculum and designated ELD instruction. Teachers implement the Structured English Immersion Program (SEIP) to promote language development and content engagement. All teachers also use research-based curriculum with embedded EL supports. Additional training is needed to strengthen implementation and maximize the program's impact.

Action 1.7

Total Funds: \$99,665

Personnel: \$99,665

Non-Personnel: –

Academic Support

New Action

This is a new action and has no updates.

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.

Metric 2.3	4-Year	5-Year
Graduation Rate	2022-23: 86.9% 2023-24: 86.2%	2022-23: 90.9% 2023-24: 85.1%
Metric 2.5	Overall	
AP Pass Rate	2022-23: 42% 2023-24: 46%	
Metric 2.11	MS	US
Number of College and Career Related Field Trips	5th Grade: <i>Future planning</i> 6th Grade: <i>Future planning</i> 7th Grade: <i>Future Planning</i> 8th Grade: 2	9th Grade: <i>Future planning</i> 10th Grade: 2 11th Grade: 5 12th Grade: 5

<p>Action 2.1:</p> <p>Total Funds: \$721,404</p> <p>Personnel: \$711,353</p> <p>Non-Personnel: \$10,051</p>	<p>Vertically Aligned Systems for Seamless College and Career Support Partially Effective</p> <p>The College and Career Counseling (CCC) Department is working to strengthen cross-functional collaboration to support students in their academic and career journeys. This includes integrated services like advising, internships, and job placement, with a focus on critical student groups. The school uses metrics to evaluate how well students are being prepared for postsecondary success. These insights help refine support systems and ensure all students are equipped for life after high school.</p>
<p>Action 2.2</p> <p>Total Funds: \$701,223</p> <p>Personnel: \$673,173</p> <p>Non-Personnel: \$28,050</p>	<p>College and Career Pathway Scope and Sequence Partially Effective</p> <p>The CCC has implemented a scope and sequence that builds academic, technical, and social-emotional skills to support postsecondary success, with early intervention efforts focused on middle school and 9th-grade students from unduplicated groups. The department also offers workshops and field trips to strengthen college and career awareness, with strong participation among 11th and 12th graders and plans underway for 8th grade. Metric data show promising results, including a 75% CTE pathway completion rate. Weekly 12th-grade Advisory push-ins in the fall added an additional layer of support for college and career readiness.</p>
<p>Action 2.3</p> <p>Total Funds: \$622,613</p> <p>Personnel: \$546,547</p> <p>Non-Personnel: \$76,066</p>	<p>Graduation Pathways Partially Effective</p> <p>The CCC Department is strengthening high school graduation pathways by building coherent and supportive systems that align graduation requirements with college and career readiness. All critical learner groups—including ELs, socioeconomically disadvantaged students, African-American Youth, SPED students, Foster Youth, and Accelerated Learners—have access to A-G courses, credit recovery, and fifth-year options to ensure they meet graduation requirements and are prepared for postsecondary success. The department also supports compliance with AB104 and SB114 to provide alternate pathways and exemptions as needed. Progress is reflected in Metrics 2.12 and 2.13, which show student access to a broad course of study and completion of CTE pathways.</p>
<p>Action 2.4</p> <p>Total Funds: \$150,000</p> <p>Personnel: \$150,000</p> <p>Non-Personnel: –</p>	<p>Postsecondary Readiness Pathways New Action</p> <p><i>This is a new action and has no updates.</i></p>

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.

Metric 3.2 Average Daily Attendance (ADA)	***As of March 2025 - EOY update will be made in final document 2023-24: 94% ***2024-25: 95.1%		
Metric 3.3 Suspension Rate	***As of March 2025 - EOY update will be made in final document 2023-24: 15% ***2024-25: 9.16%		
Metric 3.5 School Climate Surveys - % that feel safe	Students - MS 2023-24: 56% 2024-25: 54%	Students - US 2023-24: 54% 2024-25: 56%	Parents 2023-24: 88.9% 2024-25: 97%
Metric 3.6 School Climate Surveys - % that feel connected	Students - MS 2023-24: 52% 2024-25: 51.39%	Students - US 2023-24: 43% 2024-25: 51%	Parents 2023-24: 87.5% 2024-25: 89%
Metric 3.16 Student and Staff Demographics	Aug 2023 African American Students: 7.7%		Aug 2024 African American Students: 6.6%

Faculty/Staff: 18.3%

American Indian

Students: 0.3%

Faculty/Staff: Not Reported

Asian

Students: 2.3%

Faculty/Staff: 8.5%

Filipino

Students: 0.8%

Faculty/Staff: Not Reported

Hispanic

Students: 85.9%

Faculty/Staff: 39.6%

Two or More Races

Students: 0.6%

Faculty/Staff: 3%

White

Students: 1.3%

Faculty/Staff: 23.2%

Unidentified/Opt-Out

Students: Not Reported

Faculty/Staff: 6.1%

Faculty/Staff: 22%

American Indian

Students: 0.2%

Faculty/Staff: 0.7%

Asian

Students: 5.6%

Faculty/Staff: 9.5%

Filipino

Students: 1%

Faculty/Staff: Not Reported

Hispanic

Students: 87.7%

Faculty/Staff: 42.6%

Two or More Races

Students: .19%

Faculty/Staff: 1.5%

White

Students: 1.4%

Faculty/Staff: 18.3%

Unidentified/Opt-Out

Students: Not Reported

Faculty/Staff: 5.1%

<p>Action 1.1:</p> <p>Total Funds: \$621,552</p> <p>Personnel: \$520,751</p> <p>Non-Personnel: \$100,801</p>	<p>Student Support Services for Students that are Suspended Partially Effective</p> <p>To support students who are suspended, we focus on restorative practices to address behavior issues and offer consistent support, particularly for unduplicated student groups such as English Learners, socioeconomically disadvantaged students, and Foster Youth. This includes post-incident check-ins with social workers, deans, or student support assistants and re-entry meetings with parents to discuss support strategies. Deans also establish written behavior contracts for students with repeated suspensions, clearly outlining expectations and providing proactive support. Additionally, restorative practices like the Restorative Conversation survey and reflective check-ins help students develop prosocial skills, with further services available through referrals to counseling programs such as TalkSpace and YVAPE.</p>
<p>Action 1.2</p> <p>Total Funds: \$472,093</p> <p>Personnel: \$425,428</p> <p>Non-Personnel: \$46,665</p>	<p>Integrated Family Engagement Effective</p> <p>To strengthen the school-family connection, we hosted several events and meetings, particularly for families of unduplicated student groups, such as English Learners, socioeconomically disadvantaged students, and Foster Youth. Highlights include a Back to School Night with separate events by grade clusters and monthly Zoom meetings with the principal, fostering increased engagement and attendance. We also continued to involve families in decision-making, extending invitations for charter renewal hearings and gathering feedback through surveys to inform future workshops and community events. Efforts to improve communication include updates to signage and the parent portal to ensure families are well-informed about school opportunities.</p>
<p>Action 1.3</p> <p>Total Funds: \$270,413</p> <p>Personnel: \$237,079</p> <p>Non-Personnel: \$33,334</p>	<p>SWD Suspension Rate Reduction Partially Effective</p> <p>To address suspension rates of Students with Disabilities (SWD), we have actively engaged in reducing suspensions and promoting a positive school culture. A cross-section of leaders identified causes of frequent suspensions and developed strategies to reduce them. These strategies are showing early signs of success with very few suspensions of SWD during the first half of the school year. The completion of the Making Waves Academy Improvement Journey and insights from a coaching call have further guided efforts. Additionally, the introduction of a Mentor-Mentee program provides targeted support for suspended students to improve behavior and academic outcomes.</p>
<p>Action 1.4</p> <p>Total Funds: \$492,368</p> <p>Personnel: \$447,068</p> <p>Non-Personnel: \$45,300</p>	<p>Increase in School Connectedness Partially Effective</p> <p>To create a supportive environment where all students, including unduplicated groups (English Learners, Low-Income, Foster Youth), feel valued, we have implemented proactive strategies. Deans have been greeting students to set a positive tone and fostering relationships with students, parents, and staff. They also visit classrooms to assess culture and collaborate with teachers to ensure consistent implementation of school expectations. The Dean department has worked with the Student Activities department during school events, reinforcing positive behavior and promoting team-building, and will continue these efforts to maintain a positive, inclusive school environment.</p>
<p>Action 1.5</p>	<p>SEL Support New Action</p>

Total Funds: \$248,978

Personnel: –

Non-Personnel: \$248,978

This is a new action and has no updates.

Action 1.6

Total Funds: \$80,549

Personnel: \$80,549

Non-Personnel: –

504 Coordination and Implementation New Action

This is a new action and has no updates.



LCAP Public Hearing

Presenter: Dr. Tameka Jackson
Date: 5/5/25



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Guiding Questions

- Which actions do you feel made the biggest impact for students this year?
- What improvements would you suggest?
- What disaggregated metrics surprised you the most?



3 LCAP/WASC Goals

1

Support for All Learners

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

LCFF State Priorities:



Basic Services



State
Standards



Student
Achievement



Course
Access



Student
Outcomes

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:



Student
Achievement



Course
Access



Student
Outcomes

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:



Parent
Involvement



Student
Engagement



School
Climate

Annual Update





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 Lead by Dr. Tameka Jackson

Support for All Learners

Action 1: <i>Enhancing Instructional Capacity and Professional Growth</i>	Partially Effective
Action 2: <i>Strengthening Tier 1 Instruction and Differentiation</i>	Partially Effective
Action 3: <i>Enhancing Progress Monitoring and Data Analysis</i>	Effective
Action 4: <i>Improve Academic Outcomes for Special Education Students</i>	Partially Effective
Action 5: <i>Enhancing the Learning Environment for English Learners through Staff PD</i>	Partially Effective
Action 6: <i>Language Acquisition Program</i>	Partially Effective



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 Lead by Dr. Tameka Jackson

Support for All Learners

Metric 1.9	GPA - MS	GPA - US
ELA	2022-23: 2.8	2022-23: 2.34
	2023-24: 2.7	2023-24: 2.78
Metric 1.10	GPA - MS	GPA - US
Math	2022-23: 2.74	2022-23: 2.47
	2023-24: 2.89	2023-24: 2.56
Metric 1.11	GPA - MS	GPA - US
Science	2022-23: 2.93	2022-23: 2.51
	2023-24: 3.07	2023-24: 2.74



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 Lead by Dr. Tameka Jackson

Support for All Learners

Successes

- **Strengthened instructional capacity** through consistent PLCs, weekly PD, and targeted coaching from Instruction Partners.
- **Improved collaboration between Special and General Education teams**; SPED student outcomes in ELA and Math showed measurable growth.
- **Data-driven instruction is becoming more embedded**, with regular Data Dives and goal-setting for students across all grade levels.

Challenges

- **Staffing transitions and a vacant ELD Coordinator role** disrupted continuity and delayed broader PD for supporting ELs.
- Many **new teachers need deeper training in differentiation, ELD strategies, and data analysis** to meet individualized student needs.
- Time constraints and logistical issues continue to **limit full implementation of coaching, PD, and accommodations** across classrooms.



LCAP/WASC Goal 2

Addresses LCFF State Priorities: 4 (Student Achievement), 7 (Course Access), and 8 (Student Outcomes)

Goal Lead by Dr. Arika Spencer-Brown

College and Career Readiness

Action 1: Vertically Aligned Systems for Seamless College and Career Support

Partially Effective

Action 2: College and Career Pathway Scope and Sequence

Partially Effective

Action 3: Graduation Pathways

Partially Effective



LCAP/WASC Goal 2

Addresses LCFF State Priorities: 4 (Student Achievement), 7 (Course Access), and 8 (Student Outcomes)

Goal Lead by Dr. Arika Spencer-Brown

College and Career Readiness

Metric 2.3

4-Year

Graduation Rate

2022-23: 86.9%

2023-24: 86.2%

Metric 2.5

Overall

AP Pass Rate

2022-23: 242%

2023-24: 46%



LCAP/WASC Goal 2

Addresses LCFF State Priorities: 4 (Student Achievement), 7 (Course Access), and 8 (Student Outcomes)

Goal Lead by Dr. Arika Spencer-Brown

College and Career Readiness

Successes

- **Developed a vertically aligned, integrated college and career support system** with special focus on historically underserved student groups.
- Expanded access to **personalized graduation pathways**, including credit recovery and a fifth-year option to support on-time completion.
- **Launched a clear scope and sequence** with strong student participation in field trips and 12th-grade advisory support.

Challenges

- **Cross-department collaboration** remains largely informal, limiting long-term consistency.
- **Inconsistent implementation** of college and career curriculum across grade levels and teachers.
- **Need for stronger systems** to ensure all students are accurately tracked and supported toward graduation and postsecondary success.



LCAP/WASC Goal 3

Addresses LCFF State Priorities: 3 (Parent Involvement), 5 (Student Engagement), and 6 (School Climate)

Goal Lead by Alton Nelson

Diversity Equity and Inclusion

Action 1: Student Support Services for Students that are Suspended

Partially Effective

Action 2: Integrated Family Engagement

Effective

Action 3: SWD Suspension Rate Reduction

Partially Effective

Action 4: Increase in School Connectedness

Partially Effective



LCAP/WASC Goal 3

Addresses LCFF State Priorities: 3 (Parent Involvement), 5 (Student Engagement), and 6 (School Climate)

Goal Lead by Alton Nelson

Diversity Equity and Inclusion

Metric 3.5

Students - MS

School Climate Surveys -
Safety

2023-24: 56%

2024-25: 54%

Metric 3.6

Students - MS

School Climate Surveys -
Connectedness

2023-24: 52%

2024-25: 51.39%

Metric 3.5

Students - MS

School Climate Surveys -
Safety

2023-24: 56%

2024-25: 54%



LCAP/WASC Goal 3

Addresses LCFF State Priorities: 3 (Parent Involvement), 5 (Student Engagement), and 6 (School Climate)

Goal Lead by Alton Nelson

Diversity Equity and Inclusion

Successes

- Expanded use of restorative practices, individualized student support, and post-incident debriefs contributed to **stronger behavioral interventions and increased school connectedness.**
- **New mentoring program for SWD** helped maintain low suspension rates and provided more structured support.

Challenges

- **Reaching all families consistently and ensuring feedback** remains difficult.
- **Staff transitions and differing implementation approaches** across roles and departments impacted continuity and alignment in improvement efforts.

Expenditures



Total Planned Funding

	Action 1	Action 2	Action 3	Action 4	Action 5	Action 6	Action 7	Totals
Goal 1: Support for All Learners	\$357,709	\$1,900,765	\$606,727	\$698,901	\$404,371	\$560,462	\$99,665	\$4,628,600
Goal 2: College and Career Readiness	\$721,404	\$701,223	\$622,613	\$150,000	—	—	—	\$2,195,240
Goal 3: Diversity, Equity, and Inclusion	\$621,552	\$472,093	\$270,413	\$492,368	\$248,978	\$80,549	—	\$2,190,502
Total Funds								\$9,014,342

Note: This table reflects LCFF funds along with some state and some federal funding.

What's New?





New Actions

Some major changes include the addition of four new actions to account for our LREBG funds:

Goal 1: Support for All Learners

Action 1.7: Academic Support

Goal 2: College and Career Readiness

Action 2.4: Postsecondary Readiness Pathways

Goal 3: Diversity, Equity, and Inclusion

Action 3.5: SEL Support

Action 3.6: 504 Coordination and Implementation

Closing





Guiding Questions

- Which actions do you feel made the biggest impact for students this year?
- What improvements would you suggest?
- What disaggregated metrics surprised you the most?



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Making Waves Academy

CDS Code: 07100740114470

School Year: 2025-26

LEA contact information:

Alton B. Nelson, Jr.

Chief Executive Officer

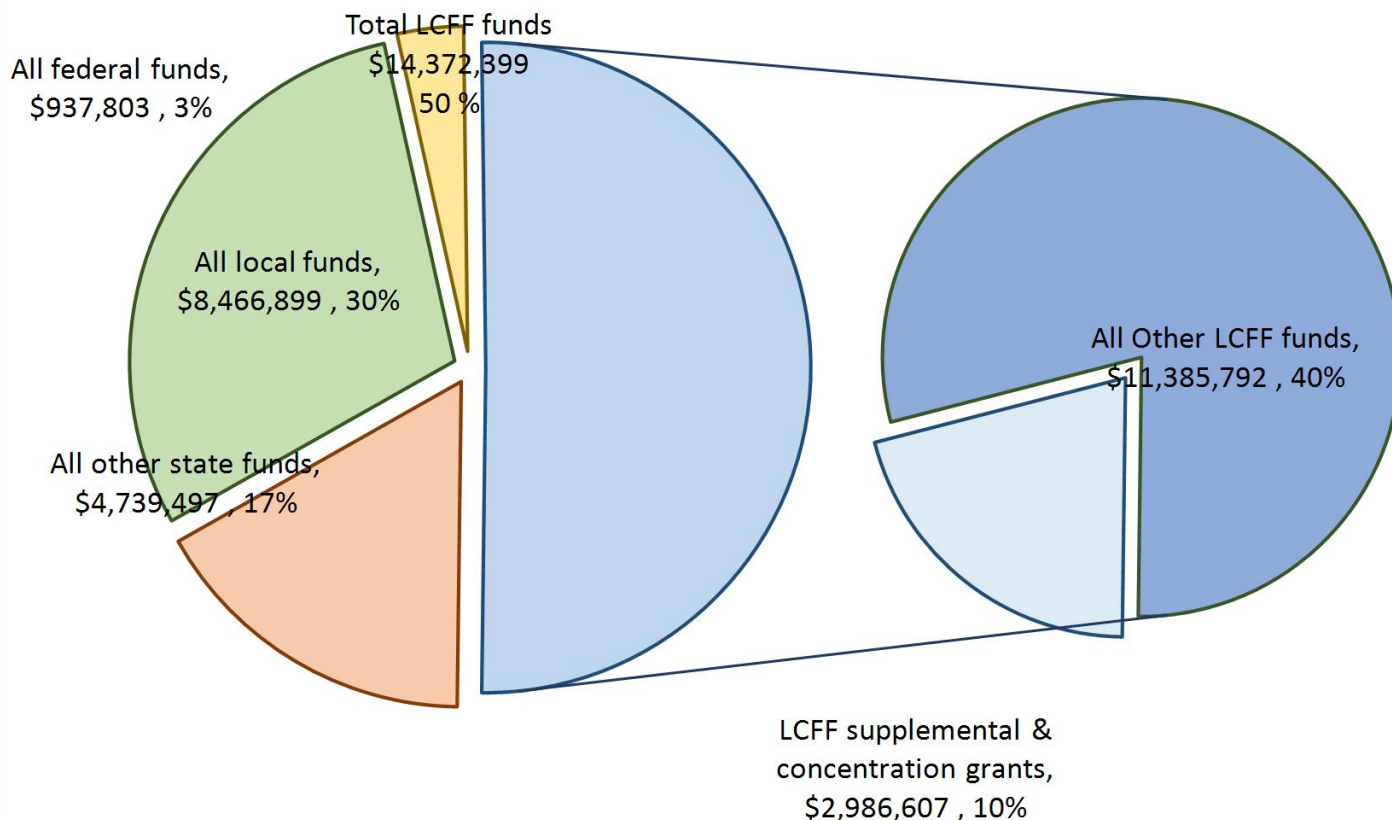
anelson@mwacademy.org

510-262-1511

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 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.

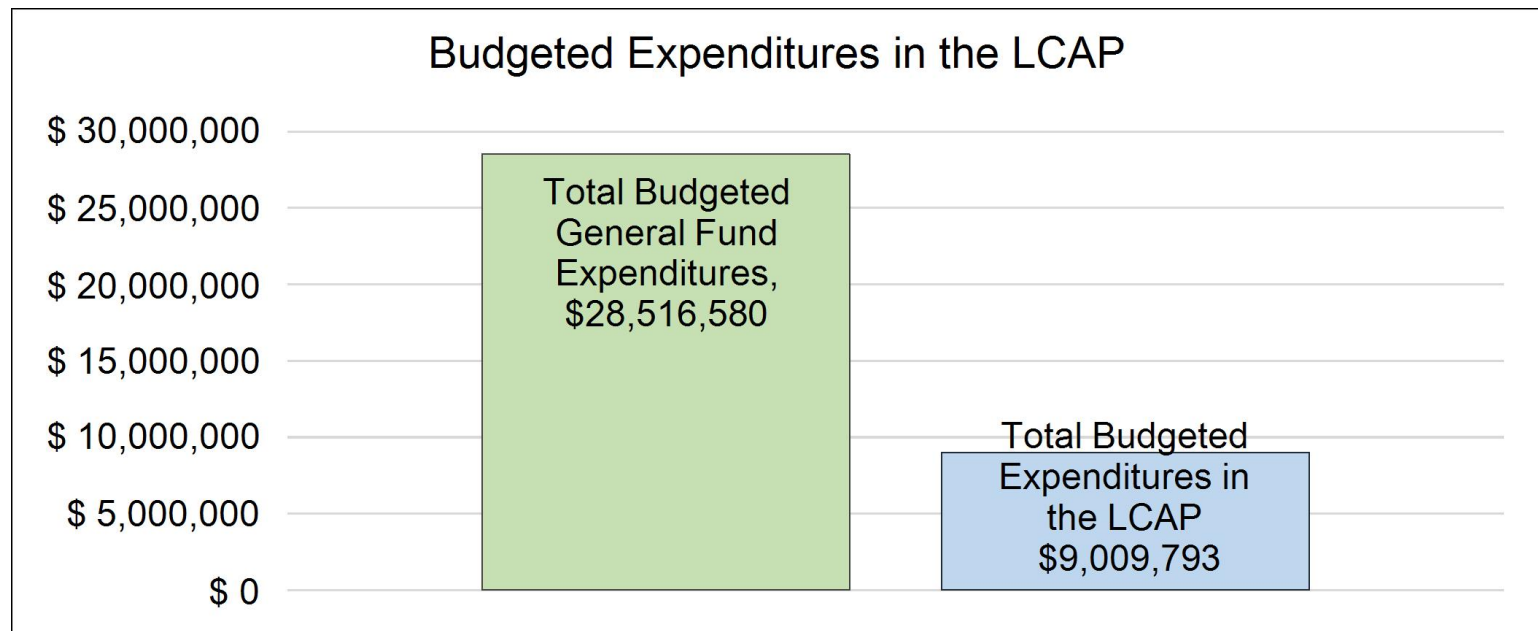
The text description for the above chart is as follows: The total revenue projected for Making Waves Academy is \$28516580, of which \$14372399 is Local Control Funding Formula (LCFF), \$4,739,497 is other state funds, \$8466899 is local funds, and \$937,803 is federal funds. Of the \$14372399 in LCFF Funds, \$2,986,607 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The charts in the Budget Overview for Parents are automatically generated based on your updates in the input form of the standalone template in DTS. There is no need to insert images.

Please contact DTS if you would like support with overlapping labels. Thank you!

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 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

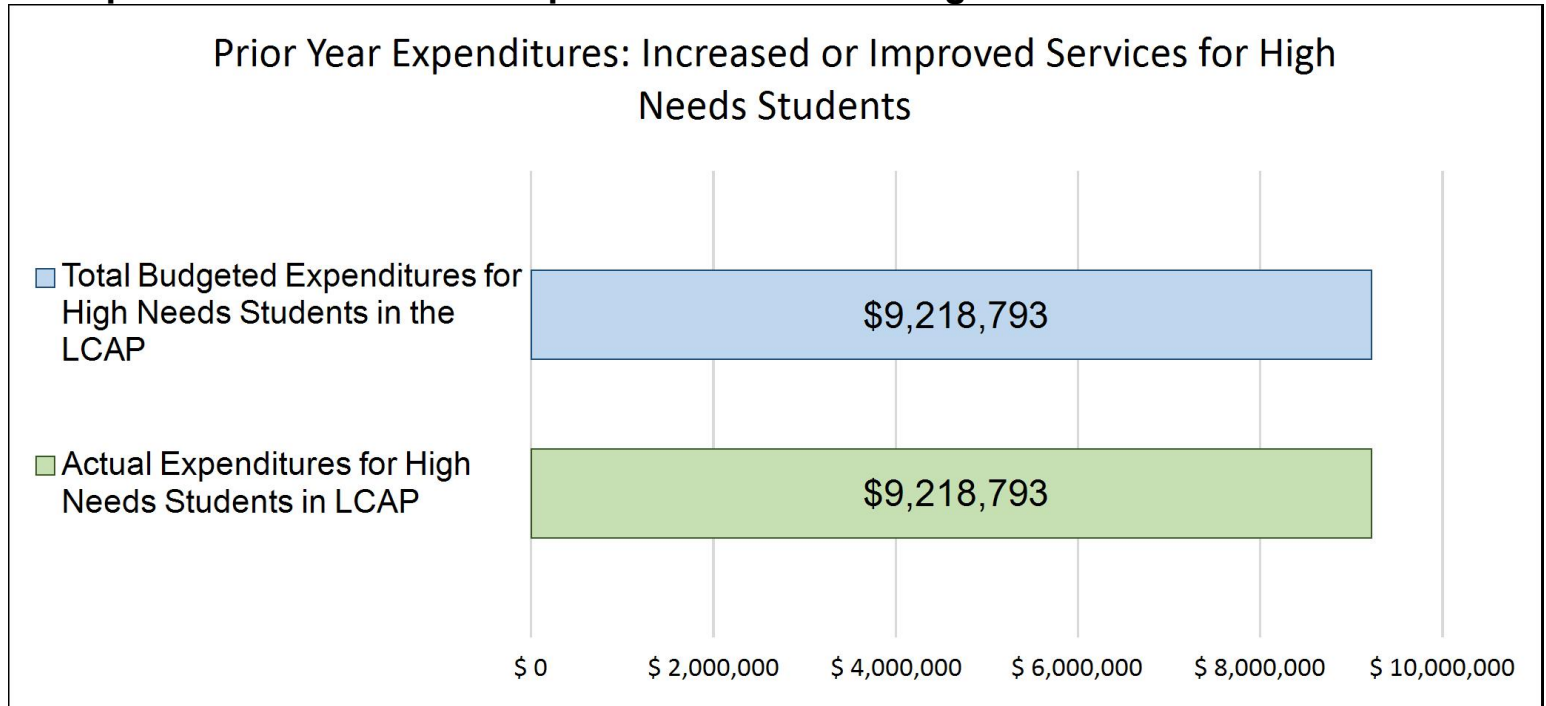
The text description of the above chart is as follows: Making Waves Academy plans to spend \$28,516,580 for the 2025-26 school year. Of that amount, \$9,009,793 is tied to actions/services in the LCAP and \$19,506,787 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Making Waves Academy is projecting it will receive \$2,986,607 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 \$7,010,234 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 2024-25



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 2024-25, Making Waves Academy's LCAP budgeted \$9,218,793 for planned actions to increase or improve services for high needs students. Making Waves Academy actually spent \$9,218,793 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of \$0 had the following impact on Making Waves Academy's ability to increase or improve services for high needs students:



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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 [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

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:

Develop and refine vertically aligned programs to support all learners.

Refine holistic support for college and career readiness that builds all students capacity for graduation and success beyond high school.
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 2024-25 school year has, by far, been the best school year since coming back to school after the pandemic. While some key positions remained vacant, including some teaching positions, other positions were filled that have made a big difference, including a 2nd year engagement with a service provider that supports strengthening our instructional practices and ongoing Differentiated Assistance Program through the Santa Clara Office of Education. The result of our focus on safety, instructional practices, and parent communication has been improved overall performance in key areas along with some persistent challenges. Challenges include ongoing lower student achievement by some of our subgroups and uneven instruction as a result of teaching vacancies across the school. Successes include a reduction in overall suspensions, a focus on more positive reinforcement for students, and more targeted support for our teacher leaders.

On the CA State Dashboard, we saw overall gains in math and English but a decrease in overall English Learner gains and college readiness. Our efforts to improve English Learner achievement in 2024-25 will be hampered by the mid-year resignation of our ELD Coordinator. ELD instruction and assessment continued but with less overall leadership than last school year. Our suspension rates also increased from the previous year on the Dashboard. Overall, we are seeing a decline in suspensions, especially over the 2nd half of the year as proactive strategies implemented by the deans and social worker began to show progress. The Dashboard also showed a decrease in chronic absenteeism. I suspect that 2024-25 will continue to see this area decrease. Lastly, we also saw a decrease in the high school graduation rate. After seeing this area improve over the last couple of years, we saw the Class of 2024 have less overall success. This class lost their 9th grade year during the pandemic, a major contributing factor to the challenges this class faced.

Through proactive measures such as “check-ins”, student academic and behavior contracts, parent meetings, and strengthening relationships we are seeing less overall suspensions in 2024-25. We went into the school year with three deans and two dean assistants this year, which has allowed for increased support and better communication with students, staff, and parents. We have had to hold off on rolling out a more robust implementation of our MTSS model of support. However we continue to offer Talk Space for students needing or wanting support by a therapist and referrals to their health provider. The social worker also has done check-ins with students with 504 plans regularly, making sure they and their teachers know what the students’ accommodations are.

Instructionally, we have benefitted from having instructional coaches to support math and English instruction, devoting time observing classes and debriefing with teachers. Coaching cycles were disrupted at different times due to mid-year staff transitions, but overall, the system was implemented. The engagement with Instruction Partners for a second year has also been helpful in working with our lead teachers and content leads on leading effective PLCs. As a result, they are better able to assess instructional rigor and provide coaching to improve it. There is continued progress in delivering standards-based instruction, staying on pace with lessons and instructional planning.

Adding a position to oversee LCAP/WASC planning and progress monitoring has been a tremendous help this year in being able to better document and track our progress in real time, plan, and assess progress. In the 2nd year of combining our LCAP and WASC goals, we are seeing more places of alignment between them.

Actions Funded with LREBG Funds:

Goal 1: Support for All Learners

Action:

- 1.7: Academic Support

Allowable uses of funds identified in EC Section 32526(c)(2)

- (B)(i) Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
- (B)(ii) Learning recovery programs and materials designed to accelerate pupil academic proficiency or English language proficiency, or both.
- (C) Integrating evidence-based pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

Rationale:

(1.7) Over 75% of ELs and SWD score in the bottom two achievement levels on state assessments, and ELs in the upper school have the lowest Math GPAs schoolwide. These gaps highlight the need for targeted academic interventions outside of core instructional time to address foundational skills, support grade-level mastery, and close equity gaps for historically underserved groups. Educational Partner Feedback from students, families, and staff has consistently requested expanded academic support throughout the school year. Interest in tutoring, office hours, and additional interventions was confirmed through surveys conducted to ensure these actions respond directly to community needs.

Goal 2: College and Career Readiness

Actions:

- 2.4: Postsecondary Readiness Pathways

Allowable uses of funds identified in EC Section 32526(c)(2)

- (C) Integrating evidence-based pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (D) Access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils' college eligibility.

Rationale:

(2.4) Black, Hispanic/Latino, EL, and SWD students face persistent achievement gaps, lower engagement, and underrepresentation in rigorous academic and career-focused programs. There is a need to expand access to both CTE pathways and college-level coursework that aligns with students' academic and career goals. Increased access to these opportunities would support postsecondary success and promote equity in high-demand fields.

Goal 3: Diversity, Equity, and Inclusion

Actions:

- 3.5: SEL Support
- 3.6: 504 Coordination and Implementation

Allowable uses of funds identified in EC Section 32526(c)(2)

- (B)(v) Providing instruction and services consistent with the California Community Schools Partnership Act regardless of grantee status.
- (C) Integrating evidence-based pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

Rationale:

(3.5) SWD and Black students have the highest rates of suspension and chronic absenteeism, indicating a critical need for more proactive, culturally responsive SEL support. The school needs additional tools and strategies to help students develop self-regulation skills and re-engage with the learning environment.

(3.6) SWD consistently score in the lowest performance levels on state and internal assessments and have higher suspension and absenteeism rates than their peers. A more robust and consistent system for managing 504 plans is needed to ensure timely support and accommodations for students with disabilities. Improved oversight will also help identify students earlier and support staff in meeting their needs more effectively.

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 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.

Following the release of the 2024 CA Dashboard, our areas of eligibility were updated. We have exited the Differentiated Assistance program for Academics for Students with Disabilities. However, based on our current data, we are now eligible for Differentiated Assistance under two indicators for two student groups: Chronic Absenteeism and Suspensions for Students with Disabilities as well as Black/African-American Students.

As of April 2025, we were seeing some interesting trends which may result in a lower suspension rate at the end of the year. While the overall suspension rate (percentage of students suspended at least once) is tracking at or right below where we were at this time last year, the number of suspensions is lower. This means that we are not suspending the same student multiple times. Additionally, the suspension and chronic absenteeism for Black/African American students is down by about 50% when compared to last year. We are seeing a plateau in the data this month which was not the case a year ago, we actually saw a significant spike last March.

While these numbers show positive momentum, we recognize that there is still important work ahead to ensure that every student receives the support they need to thrive. We remain committed to further reducing disparities, strengthening restorative justice practices, and building on these successes in the coming months.

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>August 5, 2024</p> <p>All Staff and Faculty PD</p>	<p>Meeting in-person (Session was held during regularly scheduled PD) Agenda and materials shared ahead of time.</p> <p>Topic - August PD: LCAP Informational Session: Introducing faculty and staff to what the LCAP is and specifically to MWA's new LCAP. Faculty and staff explored the different elements of our LCAP including Goals, actions, metrics, and expenditures.</p> <p>Engagement: Overview of what the LCAP is, why we do it, and general information was shared. A brief overview of each goal was given. Faculty and staff then broke into groups and received an info packet on a specific LCAP action, including associated metrics and expenditures. Small groups engaged in discussion about their actions and how they see them showing up in their daily work. Groups were then paired together to explain their actions and discover how the different LCAP goals and actions intermingle.</p>
<p>August 7, 2025</p> <p>Student Activity Coordinators</p>	<p>Meeting in-person Agenda shared ahead of time.</p> <p>Topic - Student Involvement and Engagement: Exploring student feedback that has been shared in the past and planning for student engagement in the LCAP for SY 2024-25.</p>

Educational Partner(s)	Process for Engagement
	<p>Engagement: Student Activity Coordinators shared student takeaways and experiences specifically related to a recent ASB leadership camp and discussed how to engage students in the LCAP for the year.</p>
<p>August 13, 2025</p> <p>LCAP Goal Owners (Principal and Assistant Principals)</p>	<p>Meeting in-person Agenda shared ahead of time.</p> <p>Topic - LCAP Recap: Reviewing goals and actions in the LCAP for the upcoming year. Sharing LCAP goals and actions with new assistant principal.</p> <p>Engagement: Principal and LCAP Coordinator (Project Manager) reviewed LCAP goals and actions with new assistant principal including: Resources, Background on why the actions were created, timelines, LCAP Working group members and tasks, LCAP Advisory Group members and tasks, and steps for engagement. Resources for recruiting students to the LCAP Advisory Group (LCAP AG) were distributed.</p>
<p>August 20, 2024</p> <p>LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Director of Special Education, CEO (Superintendent), and compliance team)</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic - LCAP Orientation: Introducing the LCAP WG (LCAP Working Group) to our goals, actions, metrics, resources, and timeline to be used over the school year.</p> <p>Engagement: LCAP WG discussed where to find MWA's LCAP, what the LCFF priorities are and where they show up in our LCAP. The group explored LCAP templates and materials, and discussed the differences between the goals. They then split into pairs and were asked questions about our goals, LCFF priorities, metrics, and 3-year outcomes. Resources for recruiting students to the LCAP Advisory Group (LCAP AG) were distributed.</p>

Educational Partner(s)	Process for Engagement
<p>August 27, 2024</p> <p>LCAP WG (LCAP Working Group with Director of College and Career Counseling, Associate Director of College and Career Counseling, Associate Director of Academic Advising, College and Career Coordinator)</p>	<p>Meeting in-person</p> <p>Topic - Goal 2: College and Career Readiness: Ensuring understanding of LCAP resources and content for the College and Career Center staff.</p> <p>Engagement: Open discussion and exploration of LCAP resources and actions specific to Goal 2: College and Career Readiness. The CCC staff engaged with the materials and asked questions about their specific goal, actions, and metrics as we began implementing the new LCAP in the fall of 2024. Resources for recruiting students to the LCAP AG (LCAP Advisory Group) were distributed.</p>
<p>September 17, 2024</p> <p>LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, ELD Coordinator, CEO (Superintendent), and compliance team)</p>	<p>Meeting in-person Agenda and Resources shared ahead of time.</p> <p>Topic - LCAP AG (LCAP Advisory Group) Prep: Preparing for the first LCAP AG of the school year and ensuring clarity on what the LCAP AG is.</p> <p>Engagement: LCAP WG reviewed the LCAP AG Commitment Form, discussed who makes up the group, what their roles and responsibilities are, and discussed topics to elicit feedback on from the LCAP AG. LCAP WG came up with questions to ask students, parents, and how to share information on LCAP goals. The group then took time to share with each other how the initial implementation of LCAP actions was going.</p>
<p>October 17, 2024</p> <p>LCAP AG (LCAP Advisory group with majority parents, multiple students, and representatives from the LCAP WG)</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 - LCAP Orientation</p>

Educational Partner(s)	Process for Engagement
	<p>Oriented the 2024-25 LCAP AG to the LCAP, our work for the year, including students in the group this year, and distributed the LCAP AG Commitment Form.</p> <p>Engagement: Began meeting by asking students questions relevant to each LCAP goal and reviewing common acronyms. Introduced the LCAP's goals, actions, and school personnel that work on each goal. A representative from each team that directly works to implement LCAP Goals and Actions was present during the meeting to directly answer student and parent questions, and to be able to bring community feedback directly to their teams. Feedback form was shared at the end of the meeting.</p>
<p>October 22, 2024</p> <p>LCAP WG LWG (LCAP Working Group with Instructional Coaches, College and Career Readiness team, Student Services team, deans, CEO (Superintendent), and compliance team)</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic - LCAP AG (LCAP Advisory Group) Debrief: Reviewing and discussing takeaways from the LCAP AG (LCAP Advisory Group).</p> <p>Engagement: LCAP WG reviewed notes taken by school personnel in the LCAP AG and discussed how the feedback can be incorporated into LCAP Goals, actions, and policy.</p>
<p>October 31, 2024</p> <p>LCAP WG (LCAP Working Group with Principal, Assistant principals, and Instructional coaches)</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic - LCAP AG (LCAP Advisory Group) Debrief on Goal 1: Support for All Learners: Reviewing and discussing takeaways from the LCAP AG (LCAP Advisory Group) specific to Goal 1: Support for All Learners.</p> <p>Engagement:</p>

Educational Partner(s)	Process for Engagement
	LCAP WG reviewed notes taken by school personnel in the LCAP AG and discussed how the feedback can be incorporated into LCAP Goal 1: Support for All Learners.
<p>November 12, 2024</p> <p>LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, CEO (Superintendent), and compliance team)</p>	<p>Meeting in-person Agenda and Resources shared ahead of time.</p> <p>Topic - LCAP AG (LCAP Advisory Group) Prep: Preparing for the LCAP AG and discussing disaggregating LCAP metrics.</p> <p>Engagement: Discussed which student subgroups to disaggregate LCAP metrics by via a Padlet activity. Providing updates on LCAP metrics, actions, and WASC evidence collection then planned for LCAP AG to discuss parent and student feedback that had been incorporated into the LCAP, creating student questions, and identifying key metrics to highlight.</p>
<p>December 10, 2024</p> <p>LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, and CEO (Superintendent))</p>	<p>Meeting in-person Resources shared ahead of time.</p> <p>Topic - Mid-Year Update:</p> <p>Engagement: Compiled action progress and metrics in goal groups, followed by goal-by-goal share outs. Collaborated to troubleshoot spring semester implementation and discussed key takeaways to share in the upcoming Advisory Group and staff feedback sessions. Continued collecting WASC evidence.</p>
<p>December 12, 2024</p> <p>LCAP AG (LCAP Advisory Group with majority parents, multiple students, and representatives from the LCAP WG)</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>

Educational Partner(s)	Process for Engagement
	<p>Topic - LCAP Mid-Year Update Review semester 1 progress with a focus on how feedback had been incorporated and collect feedback for Mid-Year Update</p> <p>Engagement: Began meeting by asking students questions relevant to each LCAP goal, reviewing common acronyms, and checking in on commitment forms. Reviewed updates from educational partner feedback, current actions, and metric highlights for all three goals. Closed with a discussion on the Mid-Year Update, including what should be included and how feedback will be shared. Feedback form was shared at the end of the meeting.</p>
<p>January 7, 2025</p> <p>LCAP WG (LCAP Working Group with Deans, Social Worker, and CEO (Superintendent))</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic – Goal 3: Diversity, Equity, and Inclusion – Metric Review and Mid-Year Prep: Digging into Goal 3 metrics and preparing for the Mid-Year Update.</p> <p>Engagement: LCAP WG disaggregated Goal 3 metrics, identified needed edits to qualitative metrics, and clarified sources and responsibilities for data collection. The group reflected on progress for Goal 3 actions and identified key insights from the data. Discussion included how data trends—positive and negative—can inform next steps, and what support is needed to fill remaining data gaps. The team also reviewed upcoming deadlines and expectations for the Mid-Year Update approval process.</p>
<p>January 8, 2025</p> <p>LCAP WG (LCAP Working Group with Director of College and Career Counseling, Associate Director of College and Career Counseling, Associate Director of Academic Advising, College and Career Coordinator)</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic – Goal 2: College and Career Readiness-- Metric Review and Mid-Year Prep: Digging into Goal 2 metrics and preparing for the Mid-Year Update.</p>

Educational Partner(s)	Process for Engagement
	<p>Engagement: LCAP WG disaggregated Goal 2 metrics, identified needed edits to qualitative metrics, and clarified sources and responsibilities for data collection. The group reflected on progress for Goal 2 actions and identified key insights from the data. Discussion included how data trends—positive and negative—can inform next steps, and what support is needed to fill remaining data gaps. The team also reviewed upcoming deadlines and expectations for the Mid-Year Update approval process.</p>
<p>January 10, 2025</p> <p>LCAP WG (LCAP Working Group with Principal, Assistant principals, and Instructional coaches)</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic – Goal 1: Support for All Learners – Metric Review and Mid-Year Prep: Digging into Goal 3 metrics and preparing for the Mid-Year Update.</p> <p>Engagement: LCAP WG disaggregated Goal 3 metrics, identified needed edits to qualitative metrics, and clarified sources and responsibilities for data collection. The group reflected on progress for Goal 3 actions and identified key insights from the data. Discussion included how data trends—positive and negative—can inform next steps, and what support is needed to fill remaining data gaps. The team also reviewed upcoming deadlines and expectations for the Mid-Year Update approval process.</p>
<p>January 27, 2025</p> <p>School Board Meeting</p>	<p>Meeting in-person and available via Zoom Agenda and materials 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>

Educational Partner(s)	Process for Engagement
<p>February 13, 2025</p> <p>LCAP AG (LCAP Advisory Group with majority parents, multiple students, and representatives from the LCAP WG)</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 – LCAP AG: Goal-Based Reflections and Feedback Collection: Reviewing updates on LCAP metrics and gathering feedback from students on all three goals.</p> <p>Engagement: Began meeting by asking students questions relevant to each LCAP goal, reviewing common acronyms, and checking in on commitment forms. The group reflected on current data across all three goals, including GPA trends, discipline rates, field trips, and college readiness benchmarks. Updates were shared on how student input has been used so far. The meeting closed with a discussion on how to engage educational partners in the LCAP Annual Update. Feedback form was shared at the end of the meeting.</p>
<p>February 24, 2025</p> <p>New Instructional Coach</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic – Introduction to the LCAP Shared MWA's LCAP and discussed Goal 1: Support for All Learners.</p> <p>Engagement: Introduced new Instructional Coach to the LCAP by going through All LCAP Goals, and doing a deep-dive on Goal 1: Support for All Learners, including a discussion of where she was already seeing LCAP actions in-progress across the campus and where we had opportunities to re-center on our LCAP Actions.</p>
<p>February 26, 2025</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p>

Educational Partner(s)	Process for Engagement
<p>LCAP WG (LCAP Working Group with Associate Director of CCC, College and Career Coordinator, and Deans)</p>	<p>Topic – LCAP WG: Annual Update Preparation and Reflection: Preparing for the Spring 2025 tab reflections and focusing on expenditures.</p> <p>Engagement: Began discussing the Annual Update and resources for S2. Reflections on S1 actions and metrics for each goal were discussed to capture insights on how the metrics have evolved and what realizations have surfaced. Time was given for each group to work on their own reflections and preparing for the upcoming expenditure meeting. Continued collecting WASC evidence.</p>
<p>March 4, 2025</p> <p>LCAP WG (LCAP Working Group with Director of College and Career Counseling, Associate Director of College and Career Counseling, Associate Director of Academic Advising, College and Career Coordinator)</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic – LCAP WG: Expenditure Review and Preparation for New Actions: Reviewing expenditures and preparing to create new actions to incorporate educational partner feedback and address Needs Assessment for unexpended LREBG funds.</p> <p>Engagement: Reviewed why expenditures are listed in the LCAP and the process for recording them. The WG broke into small group brainstorming sessions to define increased and improved services, then worked closely with the finance team to discuss which parts of the budget are associated with each of the LCAP goals. Afterward, time was dedicated to create new actions to incorporate educational partner feedback and address Needs Assessment for unexpended LREBG funds. Attention was given to preparing for upcoming LCAP Feedback Sessions, including gathering input from the LCAP AG and ELAC, and creating LCAP AG slides.</p>
<p>March 14, 2025</p> <p>All faculty and staff</p>	<p>Meeting in-person (Session ws held during regularly scheduled PD) Agenda and materials shared ahead of time.</p> <p>Topic – Whole School PD: LCAP and Intro to the CA State Dashboard</p>

Educational Partner(s)	Process for Engagement
	<p>Reviewing progress on the LCAP with faculty and staff and exploring the California State Dashboard and its indicators.</p> <p>Engagement: Refreshed faculty and staff on what the LCAP is, including an update on MWA's LCAP Goals. A walk-through of the California State Dashboard was given to faculty and staff to show how to identify indicators and exploring how it works. Faculty and staff then broke into small groups of 3-5 participants, each focusing on a specific CA State Dashboard indicator. Groups used a provided packet to facilitate their discussion. The session concluded with reflections and takeaways, including a discussion on where each indicator shows up in the LCAP and exploring further engagement opportunities.</p>
<p>March 21, 2025</p> <p>SELPA Consultation and tour with Principal, CEO (Superintendent), COO, Director of CCC, Deans, and Director of Special Education</p>	<p>Meeting in-person Agenda and materials shared ahead of time. SELPA consultant was given a copy of MWA's Mid-Year Update, highlighting actions that are geared towards SWD.</p> <p>Topic -- MWA SELPA LCAP Consultation and Tour SELPA consultant coming to see the MWA campus, learn about our approach to supporting SWD, and give feedback.</p> <p>Engagement: SELPA consultant came and toured the MWA campus with COO and Director of Special Education. Afterwards school leaders (Principal, CEO (Superintendent), Director of CCC, Deans, and Director of Special Education) sat down to discuss MWA's approach to supporting SWD, what we plan on doing next year, and getting feedback from SELPA to incorporate into our LCAP. Leaders each discussed a different LCAP goal and how each goal supported learners, with a focus on SWD.</p>
<p>March 25, 2025</p>	<p>Meeting in-person Agenda and materials shared ahead of time.</p> <p>Topic – LREBG Re-Cap and Allocating Funds</p>

Educational Partner(s)	Process for Engagement
LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, and CEO (Superintendent))	<p>Discussing the allowable uses of funds and writing new actions.</p> <p>Engagement: Recapped the allowable uses of funds for the LREBG and continued discussion on Needs Analysis. Confirmed ideas for allocating funds towards new actions-- Actions 1.7, 2.4, 2.5, 2.6, 3.5, and 3.6.</p>
<p>March 26, 2025</p> <p>LCAP WG (LCAP Working Group with Principal, Assistant Principals, and Instructional Coaches)</p>	<p>Meeting in-person</p> <p>Topic – Finalizing Goal 1: Support for All Learners Actions Discussing the allowable uses of funds for LREBG actions and making changes to current LCAP actions.</p> <p>Engagement: Recapped the allowable uses of funds for the LREBG and continued discussion on Needs Analysis. Finalized Action 1.7 and made adjustments to Actions 1.1, 1.4, 1.5, and 1.6.</p>
<p>March 28, 2025</p> <p>LCAP WG (LCAP Working Group with Deans and Social Worker)</p>	<p>Meeting via Zoom</p> <p>Topic – Discussing New Goal 3: Diversity, Equity, and Inclusion Action Discussing the allowable uses of funds for LREBG actions.</p> <p>Engagement: Recapped the allowable uses of funds for the LREBG and continued discussion on Needs Analysis. Discussed a research-based approach to actions 3.5 and 3.6.</p>
<p>April 2, 2025</p> <p>All students</p>	<p>Feedback survey sent to students via email.</p> <p>Topic - "MWA Student Feedback -- Tell Us What You Think!" Soliciting feedback from students asking them about how we can make progress on our LCAP goals and what they want to share with school leadership.</p> <p>Engagemnet:</p>

Educational Partner(s)	Process for Engagement
	Survey asked questions such as: "What is the most helpful support you've gotten from a teacher?", "What suggestions do you have to increase college exposure starting in 5th grade?", and "What are ways MWA can help strengthen a sense of community, inclusiveness, and connectedness on campus?". This survey also gauged general student interest in the following actions that were created this year: 1.7: Academic Support, 2.4: CTE Pathway, and 2.5: Concurrent Enrollment Programming.
<p>April 29, 2025</p> <p>ELAC Feedback Session (ELAC group with majority parent of ELs and representatives from the LCAP WG)</p>	Upcoming.
<p>May 5, 2025</p> <p>Public Hearing at regular school board meeting</p>	Upcoming.
<p>May 13, 2025</p> <p>LCAP WG</p>	Upcoming.
<p>May 15, 2025</p> <p>LCAP AG</p>	Upcoming.
<p>Date**</p> <p>Letter from CEO (Superintendent)</p>	Upcoming.
<p>June 16, 2025</p> <p>LCAP Adoption at Regular Board Meeting</p>	Upcoming.

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

LCAP Goal Groups

MWA has an internal LCAP Working Group (LCAP WG) made up of various school leaders and personnel. This group is broken into 3 sub-groups, or “Goal Groups,” that each are centered around one of our LCAP goals. These groups are made up of school staff that directly implement our LCAP actions. Each group has a “Goal Owner” leads their team, ensures LCAP Actions are implemented and monitored, and is the direct point of contact for their goal. The other members of these goal groups are “Goal Helpers.”

Goal 1: Support for all Learners

Goal Owner: Principal

Goal Helpers:

- Assistant Principals
- Instructional Coaches
- ELD Coordinator (position became vacant mid-year)
- SPED Director (position has been filled by an off-site staff member this year)

Goal 2: College and Career Readiness

Goal Owner: Director of College and Career Counseling

Goal Helpers:

- Associate Director of College and Career Counseling
- Associate Director of Academic Advising
- College and Career Counseling Coordinator
- Student Activities Coordinators
- SPED Director (position has been filled by an off-site staff member this year)

Goal 3: Diversity, Equity, and Inclusion

Goal Owner: CEO (Superintendent)

Goal Helpers:

- Deans
- Social Worker
- SPED Director (position has been filled by an off-site staff member this year)

These groups meet separately to compile their metrics (with the help of the school’s data and compliance team), update their actions, and reflect on their goals as a whole. These groups then meet together to share updates, work on the LCAP together, and collaborate on decisions that have to do with the LCAP.

Some of the decisions that these groups have collaborated on this year are:

- Which subgroups to disaggregate our metrics by
- How to engage students in our LCAP AG

- Brainstorming and drafting new actions (Actions 1.7, 2.4, 2.5, 2.6, 3.5, and 3.6)
- Planning expenditures
- Mid-Year and Annual Update preparations
- Engaging community, faculty, staff, and students on LCAP goals
- Implementing LCAP actions
- Presenting LCAP updates to the LCAP Advisory Group (LCAP AG)

LCAP Advisory Group (LCAP AG)

Our LCAP Advisory Group (LCAP AG) meets four times a year to provide feedback on the implementation of our LCAP actions, collaborate on metric reflections, and engage in open, inclusive dialogue about our progress. This year, our official LCAP Student Council from last year has been integrated into the LCAP AG, allowing student voices to be fully embedded in the LCAP process alongside those of parents, faculty, staff, and school leaders.

One significant change we've made is the addition of student-led questions at the start of each meeting. We begin with three questions, one for each LCAP goal, and invite students to share their thoughts without interruption. The group then reflects on the ideas shared, grounding our conversations in student perspectives.

We've also added a structured role for each LCAP Goal Group in every meeting. Each meeting includes two representatives per goal: the Goal Owner, who attends regularly, and a Goal Helper, who supports the discussion, engages directly with education partners, and takes detailed notes. This ensures that feedback from each meeting is captured by someone actively involved in implementing the work and can be brought back into the LCAP Working Group (WG) for further action and reflection.

Our LCAP AG includes 19 parents and 8 students, with school leaders present at every meeting. All faculty and staff are also invited to attend.

All LCAP AG members filled out a Commitment Form at the beginning of the school year that commits them to the group for the whole year (each member is permitted 2 absences), openly sharing their thoughts, and thinking about the community as a whole, rather than individual students, during our discussions

At the close of each session, we share a feedback survey to gather additional input, hear suggestions for future meetings, and collect student questions to guide upcoming meetings.

This year, LCAP AG meetings have focused on:

- Orientation to the LCAP
- Incorporated feedback
- Disaggregated metrics
- New LCAP Actions

SELPA Consultation

During our SELPA consultation this year, we invited our SELPA representative to come on-site and tour our school so that he could have a first-hand look at how we serve our students and ground the conversation in the MWA community before we began discussing the LCAP. This information was taken and applied to the changes made in the following actions: 1.3, 1.5, 1.6, and the creation of actions 1.7, 2.4, 2.5, and 3.6..

For more information our SELPA consultation, please see the “March 21, 2025 SELPA Consultation and Tour” entry above.

English Learner Advisory Committee (ELAC) Feedback
Upcoming.

New and Updated LCAP Actions

The following actions have been updated and created this year in direct response to feedback from educational partners:

Action 1.7: Academic Support

During the course of the year, students, faculty, staff, and parents advocated for increased access to academic support, including tutoring services. This action was developed based on trends in our Needs Assessment and education partner feedback across multiple engagement spaces.

Action 2.4: Career Technical Education (CTE) Pathway

Students expressed a desire for more hands-on, career-connected learning experiences. Education partners also emphasized the importance of building more pathways to postsecondary success beyond college. In response, this action focuses on building out our CTE programming, beginning with formal course development and scheduling.

Action 2.5: Concurrent Enrollment Programming

High school students and families shared interest in accessing college-level coursework that would allow students to earn college credit while still in high school. This action outlines the formal infrastructure needed to launch and support concurrent enrollment opportunities for our students.

Action 2.6: Integrating Systems

School leaders and staff emphasized the importance of streamlining our college and career readiness systems to ensure students have a cohesive experience from academic advising to college applications. This action addresses system-level coordination and integration across departments that support LCAP Goal 2.

Action 3.5: Social-Emotional Learning (SEL) Support

Students and families consistently highlighted the need for stronger emotional and mental health support. Faculty and staff also reflected on

the need for more structured SEL programming. This action focuses on building a more robust SEL infrastructure across grade levels.

Action 3.6: 504 Coordination and Implementation

As part of our commitment to equity, families and staff raised the need for clearer systems of support for students with 504 plans. This action formalizes coordination, implementation, and tracking systems to ensure 504 plans are developed and executed with fidelity.

Feedback and Actions Taken

Feedback from various sources (LCAP AG, ELAC, Parent Talks, student discussions with the principal, student presentations at board meetings, faculty/staff feedback, etc.) has been collected throughout the year and implemented in the schools approach to our goals in the following ways:

Goal 1: Support for all Learners

Teacher Support

Feedback: Students need more help, especially in science; concerns about assignment rigor and classroom clarity.

Action Taken: PD on standards, differentiated instruction, and data analysis; Monthly classroom visits and teacher-coach collaboration.

Supporting ELs & SWD

Feedback: Need more support for ELs and students with disabilities, especially in reading and math.

Action Taken: PD on language acquisition and Special Ed accommodations; Strengthening Language Acquisition Program and Special Education collaboration.

Data-Driven Instruction

Feedback: Need clearer progress monitoring for students.

Action Taken: Teachers analyze data to adjust instruction; Students and teachers set goals for continuous improvement.

Goal 2: College and Career Readiness

Partnerships & Early Exposure

Feedback: Increase opportunities for early college and career exposure for MS and 9th-10th grade students.

Action Taken: Held College and Career Week for 9th-12th graders;

Partnered with MWEF and engaged senior English classes to improve postsecondary readiness.

College Readiness Systems

Feedback: Improve support systems for college and career transitions.

Action Taken: In partnership with MWEF, we developed a Scope and Sequence for academic, technical, and social-emotional skills;

Provided college readiness slides for advisory and hosted Career Day.

Parent Engagement

Feedback: Parents want more collaboration with CCC.

Action Taken: Parent workshops on college and career readiness began in late October. Planning for spring 2025 workshops

Goal 3: Diversity, Equity, and Inclusion

Behavior Accountability

Feedback: Group consequences unfair; prioritize individual accountability.

Action Taken: Deans monitor high-risk areas, use vape detectors, conduct searches, and implement behavior contracts.

Restorative Practices

Feedback: Concerns about supporting students after suspensions.

Action Taken: Restorative practices introduced post-suspension with check-ins from deans, social workers, or support assistant; Re-entry meetings with parents to discuss supports for students.

Positive Reinforcement

Feedback: Group consequences unfair; Students meeting expectations feel unrecognized.

Action Taken: Deans monitor high-risk areas, use vape detectors, conduct searches, and implement behavior contracts.

Classroom Management

Feedback: Behavior management in class disrupts instruction time.

Action Taken: Deans partner with teachers to support consistent rule implementation and positive classroom culture;
Cell phone policy strengthened to reduce in-class distractions and misuse.

These pieces of feedback and actions taken were shared and discussed with the LCAP AG.

Public Hearing

Upcoming

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, 1.4, 1.15, 1.16, 1.17, 1.18)

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, 1.5, and 1.7; 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% (2022-23)	81.82% (2023-24)		75%	+ 23.5%
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		Instructional Materials requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.3	Facilities FIT inspection (LCFF Priority 1C)	MS: 95.81% ("Good") US: 95.97% ("Good") (Aug 2023)	MS: 99.73% ("Exemplary") US: 99.2% ("Exemplary") (Aug 2024)		MS: 97% ("Good") US: 97% ("Good")	Moved from "Good" to "Exemplary"
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		Implementation of Academic Standards requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	N/A
1.5	% of Teachers Who Participate in PD	87%	MS: 64.3% US: 71.2% SPED Aides: 30% Total Average: 48.4% (2024-25)		95%	Overall: - 38.6%
1.6	ELD PLC Attendance training and progress monitoring (LCFF Priority 7B)	ELD PLC Attendance: 75% School-wide PD sessions on vocabulary strategies (2023-24)	ELD PLC Attendance: 85% (2024-25)		ELD PLC Attendance: 85%	+ 10%
1.7	EL Reclassification Rate	20%	***		30%	***

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	(LCFF Priority 4F)	(2023-24)				
1.8	ELPI Percent of EL students making progress via ELPI measure (LCFF Priority 4E)	59.70% (2022-23)	ELs: 56.6% LTELs: 58.2% (2023-24)		65%	ELs: - 3.1%
1.9	CAASPP Scores: English English GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 44% Meeting / Exceeding Standard GPA MS: 2.8 US: 2.34 (2022-23)	CAASPP Overall: 47.04% SWD: 15.83% ELs: 10.29% Socio economically disadvantaged: 36.81% GPA - MS Overall: 2.7 SWD: 2.33 ELs: 2.25 Socio economically disadvantaged: 2.68 GPA - US Overall: 2.78 SWD: 2.18 ELs: 2.17 Socio economically disadvantaged: 2.74		Schoolwide CAASPP 65% Meeting / Exceeding Standard GPA MS: 3.0 US: 3.0	CAASPP Overall: + 3.04% GPA - MS Overall: - .1 GPA - US Overall: +.44

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			(2023-24)			
1.10	CAASPP Scores: Math Math GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 21% Meeting / Exceeding Standard (2022-23) GPA MS: 2.74 US: 2.47 (2022-23)	CAASPP Overall: 35.54% SWD: 12.99% ELs: 10.25% Socio economically disadvantaged: 24.98% GPA - MS Overall: 2.89 SWD: 2.86 ELs: 2.55 Socio economically disadvantaged: 2.9 GPA - US Overall: 2.56 SWD: 2.33 ELs: 1.81 Socio economically disadvantaged: 2.5 (2023-24)		Schoolwide CAASPP 45% Meeting / Exceeding Standard GPA MS: 3.0 US: 3.0	CAASPP Overall: + 14.54% GPA - MS Overall: + .15 GPA - US Overall: + .09
1.11	CAST Scores: Science Science GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAST 20.95% Meeting / Exceeding Standard (2022-23) GPA MS: 2.93 US: 2.51 (2022-23)	CAST Overall: 30.7% SWD: 9% ELs: 2.36% Socio economically disadvantaged: 20.73%		Schoolwide CAST 45% Meeting / Exceeding Standard GPA MS: 3.5 US: 3.0	CAST Overall: + 9.75% GPA - MS Overall: + .14 GPA - US Overall: + .23

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			GPA - MS Overall: 3.07 SWD: 2.6 ELs: 2.69 Socio economically disadvantaged: 3.06 GPA - US Overall: 2.74 SWD: 2.08 ELs: 2.03 Socio economically disadvantaged: 2.71 (2023-24)			
1.12	GPA for Social Science (LCFF Priority 4A, 7A, and 8)	MS: 3.4 US: 3.1 (2022-23)	GPA - MS Overall: 3.13 SWD: 3.06 ELs: 2.88 Socio economically disadvantaged: 3.10 GPA - US Overall: 2.66 SWD: 2.27 ELs: 2.17 Socio economically disadvantaged: 2.64 (2023-24)		MS: 3.5 US: 3.5	GPA - MS Overall: - .27 GPA - US Overall: - .44

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.13	World Language GPA (LCFF Priority 4A, 7A, and 8)	3.12 (2022-23)	GPA - MS Not Applicable GPA - US Overall: 2.83 SWD: 2.20 ELs: 2.37 Socio economically disadvantaged: 2.83 (2023-24)		3.5	GPA - US Overall: - .29
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 MS: 3.58 US: 3.35 (2022-23)	PFT 23-24 Participation Rate: 5th - 100%, 7th - 99%, 11th - 97% 5th, 7th, 9th and all required grades have participated. GPA - MS Overall: 3.51 SWD: 3.28 ELs: 3.45 Socio economically disadvantaged: 3.52 GPA - US Overall: 3.34 SWD: 2.97 ELs: 2.96		PFT 5th, 7th, 9th and all required grades have participated. GPA MS: 3.7 US: 3.5	PFT N/A GPA - MS Overall: - .07 GPA - US Overall: - .01

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Socio economically disadvantaged: 3.29 (2023-24)			
1.15	Teacher Retention Retention rate based on proficiency at the end of cycle 2: First year teachers	New Metric Begin Tracking Next Year	Skillful: N/A (No teachers rated "Skillful") Proficient: 100% Developing: 83% (2024-25)		Skillful 75% Proficient: 80% Developing: 50%	Baseline 2024-25
1.16	Teacher Retention Retention rate based on proficiency at the end of cycle 2: Continuing teachers	New Metric Begin Tracking Next Year	Skillful: N/A (No teachers rated "Skillful") Proficient: 80% Developing: 59% (2024-25)		Skillful 100% Proficient: 100% Developing: 75%	Baseline 2024-25
1.17	Teacher Proficiency % of teachers ranked as "Proficient" or "Skillful" by the end of the year	New Metric	***		60%	Baseline 2024-25
1.18	Coaching Sessions All teachers received: 2 Coaching sessions a month 2 Informal observations a month (with feedback) 1 Formal observation a semester	New Metric Begin Tracking Next Year	2 Coaching sessions a month: No 2 Informal observations a month (with feedback): No		2 Coaching sessions a month: Yes 2 Informal observations a month (with feedback): Yes	Baseline 2024-25

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			1 Formal observation a semester: No (2024-25)		1 Formal observation a semester: Yes	

Goal Analysis [2024-25]

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.

Action 1.1: Enhancing Instructional Capacity and Professional Growth

Overall Implementation:

To enhance instructional capacity and support professional growth, we implemented a comprehensive 2024–2025 Professional Development (PD) calendar focused on foundational strategies including standards alignment, differentiated instruction, and data analysis. The August PD sessions laid the groundwork for key instructional strategies, and our continued partnership with Instruction Partners has been instrumental in providing ongoing coaching and support. Their work is centered on helping us improve collaborative planning and leadership through effective PLC practices and classroom observations that inform instruction.

Instruction Partners conducted observations in both ELA and Math classrooms this year, which helped identify strengths and areas for growth. In ELA, we saw teachers engaging with high-quality texts and planning thoughtful novel study lessons. Growth areas included more intentional sequencing and release of questions in Upper School, and increased opportunities for students to engage with grade-level texts in Middle School. In Math, there was noticeable improvement in alignment to grade-level standards and student-led learning, with scaffolds like group work and guided notes supporting access. The most common area for growth was more intentional checking for understanding and adjustments based on student thinking.

Additionally, Instruction Partners joined PLC sessions and provided feedback that highlighted strong community and collaboration. The next step is ensuring clear learning outcomes are consistently applied during these meetings.

We also made adjustments to our PD calendar this year based on faculty feedback—moving sessions to Wednesdays to improve engagement. However, based on additional feedback from both staff and families, we plan to return to Friday PD next year to better align with schoolwide needs. While ELD-specific PD was launched early in the year, sessions were paused due to a staffing vacancy. We are committed to resuming this support once the position is filled to ensure all students' needs are met.

Successes:

- Established consistent PLCs for both ELA and Math content areas
- Biweekly PD structure supports both content- and grade-level collaboration
- Instruction Partners provide coaching for teacher-leaders to effectively facilitate PLCs
- New Teacher Bootcamp offers strong onboarding and support for educators new to MWA or the profession
- Instructional walkthroughs and feedback from Instruction Partners are informing practice

- PD day moved mid-year in response to staff feedback to support engagement

Challenges:

- Staffing transitions among teachers and leaders impacted continuity
- Whole-staff PD sessions require stronger impact around data analysis and differentiation
- ELD-specific PD was paused due to an unfilled coordinator position
- Balancing stakeholder needs and logistics in selecting consistent, effective PD days

Action 1.2: Strengthening Tier 1 Instruction and Differentiation

Overall Implementation:

Teachers are consistently using research-based lesson and unit planning formats that include standards alignment, success criteria, data-driven strategies, and accommodations for diverse learners. With the support of Instruction Partners, professional development for ELA and Math lead teachers and instructional coaches has been enhanced, empowering them to lead PD sessions that train teachers in supporting specific learner populations and further strengthen instructional capacity.

Regular Professional Development (PD), content meetings, and Professional Learning Communities (PLCs) in ELA and Math have fostered ongoing collaboration among educators, with a focus on analyzing student work, sharing effective strategies, and addressing the needs of at-risk populations. Students with Disabilities (SWD) have shown measurable growth, with ELA performance improving by 7.8 points and Math by 12.8 points compared to the previous year—though both areas remain below the standard. These efforts underscore our ongoing commitment to improving Tier 1 instruction and differentiation to promote stronger outcomes for all students.

Successes:

- PLCs have served as effective spaces for internalizing lessons and instructional goals
- Collaborative planning in ELA and Math PLCs has empowered teachers to engage more deeply with their instructional design
- PD sessions have focused on effective instructional strategies and meeting student needs
- Instructional coaching is personalized and impactful, with four coaches currently on track to support every teacher on campus

Challenges:

- Many new teachers are still building foundational skills in classroom management and instruction
- Need to expand training on designing lessons that accommodate diverse learners while maintaining rigorous standards
- PD should be more tiered to meet the varying needs of teachers at different experience levels
- Additional support is needed to ensure students with disabilities are consistently and effectively served

Action 1.3: Enhancing Progress Monitoring and Data Analysis

Overall Implementation:

Teachers are actively analyzing student assessment data during Professional Development (PD), Professional Learning Community (PLC), and content-team meetings, using insights to adjust instruction within the teaching and learning cycle. They regularly review formative and

summative data—including IAB, NWEA-MAP, STAR Assessments, and CAASPP—during scheduled Data Dives following assessments (see Metrics 1.9 English; 1.10 Math; 1.11 Science for details on CAASPP and CAST scores). These sessions support data-informed instructional adjustments.

Students also participate in the process by setting goals at the beginning of the year and revisiting them after each benchmark assessment to reflect on progress and revise targets. Moving forward, our focus will shift to more intentional disaggregation of data by student groups (e.g., English Learners, Long-Term English Learners, Students with Disabilities, race/ethnicity, and income groups) to ensure targeted supports and close persistent achievement gaps—particularly in literacy and numeracy.

Successes:

- PLCs for ELA and Math have consistently met to analyze student data in both middle and upper school divisions
- Content teams have incorporated regular analysis of student work
- Increased collaboration during PLCs has strengthened instructional alignment across grade levels
- All teachers engage in Data Dives following key assessments (IAB, MAP, STAR, CAASPP), supported by ELA and Math content leads

Challenges:

- Some students still struggle to take ownership of their academic progress, even with structured reflection opportunities
- Students with lower motivation or academic confidence need more scaffolding to meaningfully engage with their data
- While many teachers are using data effectively, others need further training on how to interpret and apply it to drive instruction

Action 1.4: Improve Academic Outcomes for Special Education Students

Overall Implementation:

We have implemented a holistic approach that integrates support for both Special Education and General Education teachers. All educators receive training on special education protocols, including accommodations and modifications, to ensure consistent implementation of IEP goals. The unification of Special Education and General Education under one department has fostered collaboration, alignment, and shared responsibility for student success.

External partners provide ongoing training, support, and office hours to build teacher capacity and improve student outcomes. Interim Assessment Benchmarks (IABs) are used to monitor progress and inform instruction, with Special Education teachers participating in data analysis sessions to identify targeted supports. We are also working to expand math push-in support to help students with disabilities build grade-level skills and improve performance on state-level assessments.

Successes:

- Increased coaching support for both teachers and SPED aides has led to improved instructional alignment with student needs
- Regular collaboration meetings between Special Education and General Education staff have strengthened communication and practice
- Biweekly observations and coaching for SPED aides have improved their ability to provide personalized, targeted instruction
- Stronger integration of Special and General Education has promoted a more inclusive environment and shared responsibility for IEP implementation

Challenges:

- Time constraints make it difficult to balance coaching, meetings, and observations with classroom instructional time
- Ensuring consistent application of accommodations and modifications across classrooms remains an area for growth

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD**Overall Implementation:**

At the start of the year, we prioritized targeted professional development (PD) for ELD staff, focusing on strategies to support language acquisition and academic success. The PD calendar was designed to equip teachers with research-based methodologies for scaffolding instruction, integrating language objectives, and fostering engagement for English Learners (ELs) at all proficiency levels. This training aimed to strengthen teachers' ability to support ELs in integrated classrooms, helping them build essential academic skills.

Unfortunately, the implementation of broader ELD PD has been delayed due to the vacant EL Coordinator position. We are actively searching for a qualified candidate to fill the role and ensure full rollout of the ELD PD plan. Once filled, we will resume providing training for both designated ELD teachers and all instructional staff, focusing on scaffolding techniques and targeted support for Long-Term English Learners (LTELs), particularly in reading.

Successes:

- Targeted PD sessions at the start of the year equipped teachers with foundational strategies for supporting ELs
- Increased focus on scaffolding and language objectives to support ELs across all content areas
- Collaborative discussions among teachers have promoted shared practices for better serving ELs

Challenges:

- The vacant ELD Coordinator position has hindered broader implementation of the PD plan
- New-to-the-profession teachers lack research-based ELD strategies to effectively support ELs in content areas

Action 1.6: Language Acquisition Program**Overall Implementation:**

Our Language Acquisition Program is designed to ensure that English Learners (ELs) and Long-Term English Learners (LTELs) receive high-quality, targeted support to develop language proficiency and achieve academic success. All teachers have access to standards-aligned curriculum in their classrooms, ensuring instruction is consistent and supports ELs in meeting grade-level expectations. Designated ELD teachers continue to implement the Structured English Immersion Program (SEIP) as our Language Instruction Program (LIP), providing targeted instruction tailored to the needs of ELs and LTELs. This program emphasizes language acquisition while promoting meaningful engagement with content across subject areas.

While ELD teachers have been identified and the program is underway, there is a need for further training on the ELD curriculum to ensure its effective implementation and maximize its impact on supporting language development for ELs and LTELs.

Successes:

- All teachers have access to standards-aligned curriculum supporting ELs across content areas
- Continued implementation of SEIP, providing focused language acquisition support
- Research-based curriculum available for all teachers to support ELs and LTELs

Challenges:

- The absence of an ELD Coordinator for most of the school year has hindered full program implementation
- "New-to-the-profession" teachers lack research-based ELD strategies to support ELs in content areas
- Insufficient EL supports for Newcomer students

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.

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

Action 1.1: Enhancing Instructional Capacity and Professional Growth

Partially Effective

Math and ELA instructional practice has grown significantly due to the PLCs and lesson internalization processes. The New Teacher Bootcamp has been successful in providing differentiated support to new teachers. However, there is still a need for additional work in SPED and ELD support to ensure all areas of instruction are adequately addressed.

Action 1.2: Strengthening Tier 1 Instruction and Differentiation

Partially Effective

Lesson planning can be strengthened with further professional development, particularly in the application of frameworks in ELA and Math. The current model of coaching and cycles of observation and feedback is beneficial, but ongoing efforts to enhance this system will help further support teacher development and growth.

Action 1.3: Enhancing Progress Monitoring and Data Analysis

Effective

Teachers are effectively using data to inform instruction, leading to improved student proficiency and greater collaboration in PLCs. More students are engaging in goal-setting, and targeted interventions have supported key subgroups. However, progress is uneven due to limited

time for deep data analysis, varying teacher data literacy, and challenges in sustaining student engagement. While disaggregating data has provided valuable insights, translating it into effective interventions remains a work in progress.

Action 1.4: Improve Academic Outcomes for Special Education Students

Partially Effective

While there have been significant improvements in collaboration, coaching, and integration between special and general education, consistency in applying accommodations and modifications across all classrooms remains a challenge. Teachers and SPED aides have received more support, but the limited time available for coaching, meetings, and observations has made it difficult to fully optimize these efforts without disrupting instructional time.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD

Partially Effective

Progress toward the goal of strengthening ELD instruction has been limited due to the prolonged vacancy of the ELD Coordinator position, which delayed the full implementation of the professional development plan. While early-year PD sessions laid a strong foundation, the lack of ongoing support and the inexperience of some teachers have hindered consistent application of research-based strategies for ELs across content areas.

Action 1.6: Language Acquisition Program

Partially Effective

While all ELA teachers have access to a standards-aligned, research-based English 3D curriculum and designated ELD teachers are implementing the SEIP model, the absence of an ELD Coordinator and limited training have impacted the effective rollout and consistency of instruction. As a result, the program's full potential to support ELs and LTELs—particularly newcomers and students taught by newer teachers—has yet to be fully realized.

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.

Action 1.1: Enhancing Instructional Capacity and Professional Growth

Action 1.1.4 was added.

A teacher bootcamp began this year to serve new teachers during their orientation and has been open to continuing teachers in need of extra support. To continuously monitor this program, it has been added to Action 1.1.

(For more reflections on the bootcamp, see the "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," and "A

description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal," responses in the General Analysis section for Goal 1.)

Action 1.4: Improve Academic Outcomes for Special Education Students

Action 1.4.3 was added.

Our needs assessment showed that students with disabilities demonstrated lower achievement in both ELA and Math while having high chronic absenteeism and suspension rates, highlighting the need for increased academic monitoring, behavioral support, and connection to caring adults on campus.

The Mentor Mentee program was begun by the principal this year and has shown positive results. As a way to make this program more robust and continuously track its progress, we are adding it into this action. A mentorship program provides targeted, consistent, and personalized support to students most impacted by these trends. By creating space for relationship-building, academic reflection, and proactive behavioral interventions, this action directly responds to the disparities identified in the needs assessment.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD

Action 1.5.4 was added.

ELs (especially in the upper school), SWD, and Black students, are performing below their peers in both ELA and Math, while also facing higher rates of chronic absenteeism and suspension. Deeper, more targeted strategies are needed to address the intersecting needs of these student groups. Adding outside consultants and leveraging the expertise of newly hired ELD and SPED directors will help build teacher capacity through aligned, high-impact professional development.

Action 1.6: Language Acquisition Program

Action 1.6.3 was added.

Our needs assessment showed that ELs have the lowest GPAs in both ELA and math. Bringing in consultants will support teachers in effectively scaffolding math instruction for ELs by focusing on integrated language development and academic vocabulary. This builds on our current language support infrastructure and ensures that ELs are better equipped to access rigorous content across subjects.

Action 1.7: Academic Support

Newly created action that is expected to address the findings identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information.

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.

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"> a. Create a yearly plan for teacher training including specialized learners (Gate or accelerated learners, SWD, English Learners, Foster Youth, Low Income students, etc.) i. Ensure plan is equipped with professional development sessions specifically geared towards ELs. b. Focus on helping teachers understand grade-level standards, reading fluency. c. Offer training on analyzing data effectively disaggregated by specialized groups (English Learners, Foster Youth, Low Income Students, etc.). <p>2. Observation Schedule:</p> <ul style="list-style-type: none"> a. Set up a monthly plan for observing teaching practices including the implementation of Individual Education Plans (IEP). b. Provide feedback to teachers c. Make sure feedback matches the teaching and learning schedule. <p>3. State Standards Integration:</p> <ul style="list-style-type: none"> a. Include state standards in teacher observations and lesson plans. b. Help teachers feel confident in teaching according to these standards. c. Ensure lessons align with our educational goals for unduplicated students. <p>4. Provide new teachers with a bootcamp upon orientation</p> <ul style="list-style-type: none"> a. The bootcamp will help support: <ul style="list-style-type: none"> i. basic classroom management ii. basic understanding of instructional playbook through intensive modeling and roleplaying iii. hands-on immersive practicing of instructional practices b. Bootcamps will also be available for all teachers who are in need of support and will not be limited to new teachers. 	\$357,709.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.2	Strengthening Tier 1 Instruction and Differentiation	<p>1. Research-Based Unit Plans:</p> <ul style="list-style-type: none"> a. Make sure teachers use a research-based format for their lesson plans. i. Use research based-formats and methodologies when creating lessons for language acquisition programs for ELs. b. Cite standards, success criteria, IEP accommodations, and modifications. c. Aim for consistency and alignment with educational standards. <p>2. Meetings led by Instructional Leaders:</p> <ul style="list-style-type: none"> a. Organize regular meetings between teachers and Instructional Leadership Team members. b. Review work from students that are at-risk, Long-Term English Language Learners, EL, and SWD. c. Share strategies to help students improve. d. Encourage teamwork and sharing of successful teaching methods. 	\$1,900,765.00	Yes
1.3	Enhancing Progress Monitoring and Data Analysis	<p>1. Data Analysis Skills:</p> <ul style="list-style-type: none"> a. Teach teachers how to analyze student assessment data, including formative and summative data. i. Help them adjust teaching methods based on this data. ii. Make sure adjustments fit within the teaching and learning cycle. b. Engage students in analyzing their own data. i. Help them with goal-setting based on overall school goals and personal achievements. <p>2. Disaggregated Assessment Data:</p> <ul style="list-style-type: none"> a. Separate assessment data to track different student groups. b. Include English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups. c. Ensure everyone gets the support they need in regards to literacy and numeracy skills. d. Work to close achievement gaps between different student groups. i. Including differences for English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups. 	\$606,727.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.4	Improve Academic Outcomes for Special Education Students	<p>1. Students with disabilities will annually increase their English DFS</p> <p>a. In English and Math by a minimum of 3 points</p> <p>b. Achieve a color rating of orange as reflected on the English & 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>a. Teachers have an opportunity to analyze their data from the IABs as a way to inform their instruction.</p> <p>b. 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> <p>3. Providing students with disabilities the opportunity to have access to support from MWA mentors.</p> <p>a. Mentors will be teachers and staff members who meet with students once a week to review academic progress, including grades, behavior, and Kickboard infractions, and to offer space for reflection and problem-solving.</p> <p>b. Students with disabilities will be prioritized for the program, with additional outreach to other specialized student groups including English Learners, Foster Youth, Low-Income Students, and Black/African American students.</p>	\$698,901.00	No
1.5	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>a. 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>a. Focus on supporting LTELs in the upper school with reading.</p>	\$404,371.00	Yes

Action #	Title	Description	Total Funds	Contributing
		4. Bring in outside consultants to help build teacher capacity in PD around supporting specific student groups including ELs, SWD, and AA/Black students.		
1.6	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> <p>3. Bring in consultants to support teachers with implementing effective strategies for ELs and LTELs, including integrated language development, scaffolding, and academic vocabulary instruction.</p>	\$560,462.00	Yes
1.7	Academic Support	<p>1. Prioritizing Math and ELA:</p> <p>a. Focus tutoring and academic support initiatives on Math and ELA for specialized groups (English Learners, Foster Youth, Low Income Students, Blac/African American students etc.).</p> <p>b. Reinforce foundational literacy and numeracy skills essential for overall academic growth.</p> <p>c. Address performance gaps and support grade-level mastery in core content areas.</p> <p>2. Supplementing with Teacher Office Hours:</p> <p>a. Offer regular teacher office hours for targeted support.</p> <p>b. Provide flexible, accessible help for students outside of class time.</p> <p>c. Strengthen connections between classroom instruction and individualized support.</p> <p>3. Exploring Tutoring Agencies:</p> <p>a. Research and evaluate external tutoring providers that can specifically support various student groups including SWD, Els, LTELs, Black/African American students, etc..</p> <p>b. Partner with agencies that offer specialized support aligned with school goals.</p> <p>c. Expand support options to supplement consistent high quality academic instruction.</p>	\$99,665.00	Yes

Action #	Title	Description	Total Funds	Contributing

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 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, 2.3, and 2.4; 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 2.4; Metrics 2.1, 2.3, 2.4, 2.9, 2.10, 2.11, and 2.13)

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: Overall: 14% SWD: 41% English Learners: 16% Socio economically disadvantaged: 21% Pathway Completion (% total enrolled): Overall: 16% SWD: 0% English Learners: 10% Socio economically disadvantaged: 21%		Course Enrollment: 25% Pathway Completion: 86%	Course Enrollment Overall: N/A Pathway Completion Overall: - 65.11% To be counted towards "Pathway Completion" metric in CALPADs, students must complete their capstone course in their senior year. If students complete this course earlier it will not count towards this completion rate.
2.2	A-G Course Completion % (LCFF Priority 7A)	100% (2022-23)	100% of all graduates complete all A-G courses. (See below for graduation rates) (2023-24)		100%	N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.3	Graduation Rate (LCFF Priority 5E)	4 Year Graduation Rate: 86.9% 5 Year Graduation Rate: 90.9% (2022-23)	4 Year Overall: 86.2% ELs: 68% Socio economically disadvantaged: 85.4% 5 Year Graduation Rate 23-24 Overall: 85.1% ELs: 64% Socio economically disadvantaged: 84.3% Disaggregation measures the overall student population. (2023-24)		4 Year Graduation Rate: 91% 5 Year Graduation Rate: 95%	4 Year Graduation Rate Overall: - .7% 5 Year Graduation Rate Overall: - 5.8%
2.4	Drop Out Rate Middle School and Upper School (LCFF Priority 5C and 5D)	US: 5.3% MS: 0% (2022-23)	US: 2% MS: 0% (2023-24)		US: 1.3% MS: 0%	US: - 3.3% MS: N/A
2.5	AP Pass Rate 3 or higher (LCFF Priority 4G)	42% (2022-23)	Overall: 46% ELs: 28.6% Socio economically disadvantaged: 45.7%		46%	Overall: + 4%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			(2023-24)			
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 Overall: 68% ELs: 17% Socio economically disadvantaged: 65% EAP Math Overall: 22% ELs: 4% Socio economically disadvantaged: 23% (2023-24)		EAP ELA: 55% EAP Math: 17%	EAP ELA Overall: + 17% EAP Math Overall: + 9%
2.7	CCI Percent identified as prepared on College and Career Indicator (LCFF Priority 4H)	54.7% (2022-23)	Overall: 46.2% Socio economically disadvantaged: 46.6% (2023-24)		60%	Overall: - 8.5%
2.8	CSU and UC Eligibility (LCFF Priority 4B)	CSU Eligible: 91% UC Eligible: 78% (2022-23)	CSU Eligible Overall: 87.7% SWD: 70% ELs: 20% Socio economically disadvantaged: 10%		CSU Eligible: 98% UC Eligible: 75%	CSU Eligible Overall: - 3.3% UC Eligible Overall: - 21.8%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			UC Eligible: Overall: 56.2% SWD: 10% ELs: 80% Socio economically disadvantaged: 70% (Disaggregation reflects % of dropouts NOT percentage of student population. Students are duplicated in this count.) (2023-24) (2023-24)			
2.9	How Many Pathways and Student Meetings	New Metric -- Not Yet Tracked	100% (2024-25)		100%	Baseline 2024-25
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 (3) Military enlistment (4) Job program; (5) Current job or job offer	100% (2023-24)	100% (2024-25)		100%	N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	(6) Trade program or apprenticeship (7) Gap year program					
2.11	Number of Field Trips	New Metric Begin Tracking Next Year	5th Grade: Future planning 6th Grade: Future planning 7th Grade: Future Planning 8th Grade: 1 9th Grade: Future planning 10th Grade: Future Planning 11th Grade: 5 12th Grade: 5 ***		1 college/career-related field trip for each grade-level.	Baseline 2024-25
2.12	Students Have Access to a Broad Course of Study (LCFF Priority 7A)	Access to a Broad Course of Study requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	Access to a Broad Course of Study requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis		Access to a Broad Course of Study requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	N/A
2.13	% of all students that have completed CTE pathway and are UC/USC Eligibility (LCFF Priority 4D)	21%	31%		25%	+ 10%

Goal Analysis [2024-25]

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.

Action 2.1: Vertically Aligned Systems for Seamless College and Career Support

Overall Implementation:

The College and Career Counseling (CCC) Department has worked to enhance cross-functional collaboration to better support students' college and career journeys. By strengthening partnerships across various departments, the school has created a more integrated support system that meets the diverse needs of students, including academic advising, college exploration, career counseling, internships, and job placement. Special attention has been given to intersectional student groups such as English Learners, Low-Income students, African-American Youth, Special Education, Foster Youth, and Accelerated Learners.

The school has also focused on evaluating student preparedness for college and careers, utilizing metrics such as Metric 2.12 (access to a Broad Course of Study) and Metric 2.13 (completion of CTE pathways and UC/CSU eligibility) to assess the effectiveness of the support systems in place. These metrics guide ongoing refinement of our college and career readiness strategies, ensuring that all students are receiving the necessary support to succeed post-graduation. While much of the collaboration between departments has been informal and on an as-needed basis, collaboration with the Director of Student Services (DOS) on students of concern before college and career trips has been particularly effective.

Successes:

- Strengthened collaboration with the Director of Student Services (DOS) to address students of concern prior to college and career trips
- Integrated support systems that address a range of student needs, including college exploration, career counseling, and internships
- Focused efforts on intersectional student groups, ensuring equitable support for all students

Challenges:

- Collaboration with other departments has largely been informal and based on immediate need, limiting consistency
- Need for a more formalized approach to cross-departmental collaboration for long-term impact
- Ensuring all students, especially those in critical learning groups, are fully supported in both academic and career pathways

Action 2.2: College and Career Pathway Scope and Sequence

Overall Implementation:

The College and Career Counseling (CCC) Department has developed a comprehensive scope and sequence to help students build the academic, technical, and social-emotional skills necessary for post-graduation success. The sequence ensures students are not only academically prepared for college but are also equipped with essential career exploration tools and life skills. A particular emphasis is placed on introducing college and career readiness early, with a focus on middle school and 9th-grade students, as well as unduplicated student groups such as English Learners, Socioeconomically Disadvantaged students, and Foster Youth.

The department also organizes workshops and field trips to increase awareness of college and career readiness, serving both students and their families. So far, 11th and 12th-grade students have participated in three different field trip opportunities, and 8th graders got to take a field trip to the CCC for early college exposure before they begin their high school careers. These field trips and workshops, reflected in Metric 2.11, are designed to address learning gaps and foster a college and career-oriented mindset.

Metrics such as Metric 2.1, which tracks CTE pathway completion, have provided valuable insights into the program's effectiveness. According to this metric, 75% (12 out of 16) of students in the CTE pathway have successfully completed the program, marking positive progress toward preparing students for college and career success. Additionally, the 12th-grade Advisory push-ins, conducted every Wednesday in the fall, have been particularly successful, providing an added layer of support to ensure college and career readiness for senior students.

Successes:

- Development of a comprehensive scope and sequence to guide students toward college and career success
- Early introduction of college and career readiness skills, with a special focus on unduplicated student groups
- Strong participation in field trips, with 11th and 12th graders
- 8th grade field trip to the CCC
- Successful implementation of 12th-grade Advisory push-ins to provide additional support for college and career readiness

Challenges:

- Faculty implementation of the curriculum has been inconsistent, making it challenging to ensure all lessons are revised and robust each week
- Developing and maintaining differentiated content by grade clusters (starting in middle school) has been a struggle for some faculty members

Action 2.3: Graduation Pathways

Overall Implementation:

The College and Career Counseling (CCC) Department is committed to strengthening high school graduation pathways as a key component of preparing students for postsecondary education, career readiness, and overall life success. This includes ensuring students not only meet graduation requirements but are also equipped with the necessary skills, knowledge, and opportunities to transition smoothly into college, careers, or both.

The department prioritizes providing A-G course access for critical learner groups, including English Learners, students from socioeconomically disadvantaged households, African-American Youth, Special Education students, Foster Youth, and Accelerated Learners. In addition, students are offered opportunities such as credit recovery and the option of a fifth year of instruction to help them meet California's minimum high school graduation requirements and become prepared for postsecondary education, employment, or community involvement. Middle school students are also supported in their transition to upper school programs, helping set them up for future academic success.

The department ensures compliance with pathways outlined in AB104 and SB141, which address specific needs such as alternative pathways for students with disabilities (SB114) and exemptions for students who may not graduate in four years (AB104).

Metrics like Metric 2.12, which tracks access to a Broad Course of Study, and Metric 2.13, which measures the percentage of students who

have completed a CTE pathway and are UC/CSU eligible, reflect progress in preparing students for both graduation and postsecondary success.

Successes:

- Focus on providing A-G course access for all critical learner groups, ensuring they meet graduation requirements and are prepared for postsecondary opportunities
- Opportunities for credit recovery and a fifth year of instruction to help students graduate and pursue further education or employment
- Strong progress toward ensuring students are on track for graduation and postsecondary success, as reflected in relevant metrics

Challenges:

- Recognizing the need for more robust checks and balances in academic and advising practices to ensure all students are on the right path toward graduation and beyond

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.

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

Action 2.1: Vertically Aligned Systems for Seamless College and Career Support

Partially Effective

The identified areas for collaboration with other departments have been successful. However, collaboration with faculty advisors could be improved to ensure a more integrated and seamless support system for students.

Action 2.2: College and Career Pathway Scope and Sequence

Partially Effective

As it is the first year, advisory lessons were not implemented as originally envisioned. However, workshops, field trips, and increased awareness and exposure have been successfully provided, particularly for upperclassmen.

Action 2.3: Graduation Pathways

Partially Effective

This is the first year we are reintroducing cross-collaboration after identifying gaps in the MWA academic support structure. While the initiative is still in its early stages, the focus on improving collaboration across departments has begun to address the identified gaps.

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.

Metrics

Metric 2.2: A-G Course Completion %

Changed from "A-G Completion %" to "A-G Course Completion %" to provide clarity on the fact that this is referring to A-G courses after a question from parents and students in the LCAP Advisory Group on 2/13/25. For more information on this meeting, please see the "Engaging Educational Partners" section. This changes the baseline from 89% to 100% and the Target for Year 3 Outcome from 95% to 100%.

Metric 2.8: UC and CSU Eligibility

US and CSU eligibility baseline date has been changed from "CSU eligible 98% / UC eligible 57% / (2023-24)" to "CSU eligible 91% / UC eligible 78% / (2023-24)" after adjusting the minimum GPA that these numbers are calculated with. Students with a 2.0-2.499 GPA are eligible for CSU admissions as they have also completed A-G courses and will be further supported in their admissions process through supplemental factors. All students who graduate from MWA complete A-G courses and will have support from the CCC and MWEF. This metric is now calculated by number graduates with a minimum of a 2.0 GPA (CSU) and a 2.5 GPA (UC).

Metric 2.9: How Many Pathways and Student Meetings

Target for Year 3 Outcome changed from "150" to "100%" to more accurately reflect metric completion and to account for the potential of changes to the student population.

Metric 2.11: Number of College and Career Related Field Trips

Changed from "Number of Field Trips" to "Number of College and Career Related Field Trips" to focus more on the overall goal of College and Career Readiness.

Action 2.4: Postsecondary Readiness Pathways

Newly created action that is expected to address the findings identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information.

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.

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> <p>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, Accelerated Learners).</p> <p>b. This helps ensure that all students receive comprehensive support, mentally, physically, and academically.</p> <p>c. Having regular meetings will help address specific needs and create systematic practices.</p> <p>d. This approach fosters continued connections and norms that benefit all students, particularly those in intersectional critical learning groups.</p> <p>2. Evaluating College and Career Readiness:</p> <p>a. Look at how well students are prepared for college and careers.</p> <p>b. Check how well the school is helping students from intersectional backgrounds get ready for college and careers.</p> <p>c. Use this information to make sure the school's plans and partnerships are working well.</p>	\$721,404.00	Yes
2.2	College and Career Pathway Scope and Sequence	<p>1. College and Career Readiness Workshops:</p> <p>a. Focus on improving college and career readiness for MWA students, staff, and families.</p> <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>	\$701,223.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.3	Graduation Pathways	<p>1. Early Preparation:</p> <ul style="list-style-type: none"> a. Focus on preparing students early and meeting state standards. b. A-G course access for all critical learner groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners) 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. 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. e. Ensuring MS students have access to transitioning students in the Upper School to look forward to their own transition <p>2. Support for State Requirements:</p> <ul style="list-style-type: none"> a. Assess pathways outlined in AB104 and SB141 to ensure compliance. <ul style="list-style-type: none"> i. SB114's focus is on creating alternate pathways for students with disabilities to access the core curriculum and earn a high school diploma. 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. 	\$622,613.00	Yes
2.4	Postsecondary Readiness Pathways	<p>1. CTE Pathway</p> <ul style="list-style-type: none"> a. Conduct CCC Survey on CTE Pathways: <ul style="list-style-type: none"> i. Survey students to determine interest in future CTE offerings. ii. Analyze data to identify the most in-demand fields.. iii. Use findings to guide development of the next pathway. <p>2. Concurrent Enrollment</p> <ul style="list-style-type: none"> a. Expand Course Offerings: <ul style="list-style-type: none"> i. Partner with local colleges to increase access to general education and CTE courses. ii. Align course options with students' academic and career interests. iii. Explore articulation for high school credit where possible. b. Strengthen Partnerships with Higher Education Institutions: 	\$150,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		i. Establish formal agreements with colleges to support course access and credit transfer. ii. Focus on high-demand fields for dual-enrollment expansion. iii. Ensure consistency and alignment across multiple institutions.		

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 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, 3.4, 3.5, and 3.6; Metrics 3.5, 3.6, 3.7, 3.8, 3.11, 3.14, 3.15, 3.16, 3.17)

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, accelerated learners, etc.). (Action 3.2 and 3.6; 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 and 3.5; 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)	20% (2023-24)	Overall: 11.8% SWD: 14% ELs: 31.7% Low Income students: 75.4% (2024-25) EOY Update after public hearing needed***		15%	***
3.2	Attendance Rate ADA (Average Daily Attendance) Rates (LCFF Priority 5A)	94% (2023-24)	Overall: 95.1% SWD: 94.2% ELs: 95.38% Low Income students: 95.18% (2024-25) EOY Update after public hearing needed***		96%	***

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.3	Suspension Rate (LCFF Priority 6A)	15%	Overall: 9.16% SWD: 10.47% ELs: 9.6% Low Income students: 3.7% (2024-25) EOY Update after public hearing needed***		9%	***
3.4	Expulsion Rate (LCFF Priority 6B)	0.2%	0% (2024-25)		<1%	- .02%
3.5	School Climate Surveys Parent, students, and teachers, related to: feel that the school is safe (LCFF Priority 6C)	MS Students: 56% US Students: 54% Parents: 88.9% (2023-24)	Middle School Students: 54.19 % Upper School Students: 56% Parents: 97% (2024-25)		MS Students: 62% US Students: 60% Parents: 93%	MS Students: - 1.18% US Students: + 2% Parents: + 8.1%
3.6	School Climate Surveys Parent, students, and teachers, related to: school connectedness (LCFF Priority 6C)	MS Students: 52% US Students: 43% Parents: 87.5% (2023-24)	Middle School Students: 51.39% Upper School Students: 51% Parents: 89% (2024-25)		MS Students: 70% US Students: 70% Parents: 90%	MS Students: 62% US Students: 60% Parents: 93%
3.7	Parent Participation: Percentage of parents who have completed Skills academy post survey	Pilot Program Results: 1/1 Parent has completed survey	Parent Workshop Needs Assessment survey distributed via Parent Square		75%	Pilot program placed on hold. See "A description of any changes made to the

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	(LCFF Priority 3A, 3B, and 3C)		with 18 responses. With those responses there will be 3 Parent Workshops scheduled from May-June. On March 25 there was a Parent Workshop held with 16 parents. There was a post workshop survey distributed with 11 responses.			planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice" for details.
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 Workshops-11 ELAC-11 LCAP-9 Advisor Family Conferences-7	LCAP AG - Parent members: 25 Student members: 3 ELAC - Members: 7 Parent Workshop Attendance 9/25/24: 19 1/22/25: 8 4/23/25: TBD Parent Talk Attendance: 1/9/25 - 64 1/7/25 - 34 2/4/25 - 50 2/6/25 - 22		Based on February Survey: Back to School Day-43 Parent Meetings/Advisor Family Conferences-24 Parent Education Workshops-18 ELAC-13 LCAP-11	***

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			3/4/25 - 65 3/6/25 - 56 We have 6 Parent Talks left in the school year.***			
3.9	PD sessions offered to staff Focused on partnering with families of critical learner groups (LCFF Priority 3B)	1	1		3	N/A
3.10	PD sessions offered to staff Focused on intervention strategies for students with disabilities (LCFF Priority 3C)	1	1		3	N/A
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. ASB influenced changes in student dress code (dress code now includes black pants again) and the nutritional policy (in November lunch options changed and	Upper school ASB officers advocated at 2 board meetings for more tutoring support for students. Metric 1/7 has been created to address this. MWA Board will be adding a student		Engage at least 3 student groups in policy changes.	Student being added to school board.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		MWA began exploring new options with our vendor)	board member to the MWA board of directors for the 2025-26 school year. The criteria for students to apply was discussed and agreed upon at the 12/16/24 MWA board meeting.			
3.12	8th grade retention rates (LCFF Priority 5C and 6C)	92% (2022-23)	Overall: 96.2% SWD: 100% ELs: 84.4% Foster Youth: - Low Income students: 96.8% (2023-24)		97% (Pre-Pandemic Baseline)	Overall: + 4.2%
3.13	Upper school retention rates (LCFF Priority 5D and 6C)	93.9% (2022-23)	Overall: 93.4% SWD: 90% ELs: 95.3% Foster Youth: - Low Income students: 99.2% (2023-24)		98% (Pre-Pandemic Baseline)	Overall: - .5%
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 Student Activities Coordinators support students through activities that are fun, enrich student enjoyment,		Yes	Baseline 2024-25

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			foster community and ensure they are well planned and on the master calendar.			
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 Parentsquare continues to be utilized to support events and communications. Email communication is continuously used to support communication on school events. Signage is posted around the school to promote events, clubs, and school activities by both students and staff. Shifts have been made to better		Campus signage: Yes Parent Communication Tool: Yes Other Promotional Materials: Yes	School staff has been more intentional about posting engagement events in multiple places.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			promote events ex. In the MS the location of ticket sales for dances have moved to a higher traffic area.			
3.16	Student vs. Staff Demographics (LCFF Priority 6C)	<p>African American Students: 7.7% Faculty/Staff: 18.3%</p> <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>African American Students: 6.6% Faculty/Staff: 22%</p> <p>American Indian Students: 0.2% Faculty/Staff: 0.7%</p> <p>Asian Students: 5.6% Faculty/Staff: 9.5%</p> <p>Filipino Students: 1% Faculty/Staff: Not Reported</p> <p>Hispanic Students: 87.7% Faculty/Staff: 42.6%</p> <p>Two or More Races Students: .19% Faculty/Staff: 1.5%</p> <p>White Students: 1.4%</p>		Continue to improve staff recruitment efforts to diversify our staff demographics; staff demographics will closely mirror the demographics of the students we seek to serve.	<p>African American Students: -1.1% Faculty/Staff: +3.7%</p> <p>American Indian Students: -0.1% Faculty/Staff: +0.7% (Baseline not reported)</p> <p>Asian Students: +3.3% Faculty/Staff: +1.0%</p> <p>Filipino Students: +0.2%</p> <p>Faculty/Staff: Not reported (same as baseline)</p> <p>Hispanic Students: +1.8%</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Unidentified/Opt-Out Students: Not Reported Faculty/Staff: 6.1%	Faculty/Staff: 18.3% Unidentified/Opt-Out Students: Faculty/Staff: 5.1%			Faculty/Staff: +3.0% Two or More Races Students: -0.41% Faculty/Staff: - 1.5% White Students: +0.1% Faculty/Staff: - 4.9% Unidentified/Opt-Out Students: Not reported in either year Faculty/Staff: - 1.0%
3.17	Staff Experience and Engagement (LCFF Priority 6C)	"I always feel good" 17% "I often feel good" 56% "I sometimes feel good" 23% "I seldom feel good" 4%	Edgility Survey Question: "I am proud to work at this organization" Overall: 4.1/5		Develop a new, standardized way to capture faculty and staff feedback and overall feeling in their workplace.	The decision has been made to not continue with the Staff Satisfaction Survey that was instated before. See "A description of any changes made to the planned goal, metrics, target outcomes, or

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
						actions for the coming year that resulted from reflections on prior practice" for details.
3.18	ParentSquare Engagement Delivery history Contactability History Features usage history (October) (LCFF Priority 3A, 3B, and 3C)	Metric created spring 2025	MS: Contactable Parents: 99.2% Receiving Emails: 88% Parents Interacted: 51% US: Contactable Parents: 98.5% Receiving Emails: 87% Parents Interacted: 5%			

Goal Analysis [2024-25]

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.

Action 3.1: Student Support Services for Students that are Suspended

Overall Implementation:

To support students who are suspended, our focus is on restorative practices aimed at addressing behavioral issues and providing consistent support to prevent future incidents, with particular attention to unduplicated student groups such as English Learners, students from socioeconomically disadvantaged households, and Foster Youth.

At the beginning of the year, we implemented post-incident check-ins and check-outs with the social worker, dean, or student support services assistants, alongside engaging parents through re-entry meetings to discuss supportive strategies for students.

Additionally, the deans establish written behavior contracts with students who have been suspended more than once or who show consistent disruptive behavior that may lead to suspension. These contracts outline specific expectations for behavior and are used to guide

interventions for students at risk of suspension, aiming to reduce suspensions through clear behavioral expectations, support, parental involvement, and teacher collaboration.

In December, the Dean's office continued to focus on restorative practices by using the Restorative Conversation survey to track conversations with students. Three cycles of check-in/check-out were offered in middle school to help students develop prosocial skills. The Dean's office also utilized the Post-Incident Debrief form, asking questions such as:

- How are you doing post-incident?
- Did you feel supported at the time of the incident?
- Is there anything more we can do to support you now?

Additionally, the Student Services team conducts restorative/reflective check-ins using questions like:

- What happened?
- What were you thinking at the time?
- What have you thought about since?
- Who do you think has been affected by what you have done? In what way?
- What do you think you need to do to make things right?

When additional services are needed, the social worker refers students and families to TalkSpace for free counseling services. For students suspended due to vaping, the social worker provides referrals to YVAPE, a smoking cessation program, and distributes the Contra Costa County Community Resource Guide for additional support.

Successes:

- Implemented post-incident debriefs during periods that don't interfere with student learning time.
- Created opportunities for individual check-ins, allowing for deeper connections with students who have engaged in atypical behavior or behavior that led to suspension.
- Ongoing collaboration with parents, despite challenges with scheduling, to ensure they are involved in supporting their child's re-entry process.

Challenges:

- Parents' inability to attend re-entry meetings due to work schedules, which can limit their involvement in supporting their child's re-entry process.
- Continuing to enhance and refine the post-incident check-ins to better align with restorative practices and support long-term behavioral change.

Action 3.2: Integrated Family Engagement

Overall Implementation:

To ensure families, particularly those of unduplicated student groups (English Learners, students from socioeconomically disadvantaged households, and Foster Youth), have regular and accessible opportunities to engage with the school community, we hosted several events and meetings aimed at strengthening the school-family connection. In August, we organized a Back to School Night with separate events by cluster (5-6, 7-9, 10-12) to make the evening more manageable for families and easier for them to meet their child's teachers. Additionally, monthly Zoom meetings with the principal began in October 2024, with steady attendance, providing parents with a platform for clarifications,

resources, and direct contact with administrators. These sessions have contributed to increased school connectedness and encouraged participation in school workshops.

As part of our ongoing commitment to family engagement, we have continued efforts to include families in decision-making processes. Invitations for parents to attend charter renewal hearings were extended in September and October, and we are collecting feedback from families through surveys to better understand their needs and interests. This feedback will guide future strategies and help plan workshops, field trips, and community events that are meaningful and valuable for families. We also aim to improve communication through updated signage and the parent portal, ensuring families are informed about upcoming opportunities.

Successes:

- Cluster-based Back to School Night increased accessibility and teacher-family interaction
- Monthly Zoom meetings with the principal supported steady, ongoing engagement
- Parent involvement in charter renewal strengthened transparency and trust
- Surveys collected input to inform future family engagement efforts
- Continued hosting of parent workshops based on identified interests

Challenges:

- Reaching and engaging all unduplicated student groups equitably
- Ensuring consistent attendance across all events
- Gathering actionable and representative feedback from diverse families
- Communicating opportunities effectively despite language or technology barriers

Action 3.3: SWD Suspension Rate Reduction

Overall Implementation:

To address the suspension rates of Students with Disabilities (SWD), we have been actively engaging in discussions and implementing actions aimed at reducing suspensions while fostering a positive school culture. As part of the state-mandated technical assistance program, a cross-section of leaders met to identify the causes of frequent suspensions and to strategize on effective reduction measures. The initial months of this effort have shown promising results, with very few suspensions of SWD students.

Additionally, leaders completed the Making Waves Academy Improvement Journey and shared the findings during a Differentiated Assistance coaching call, which has been instrumental in guiding further efforts to reduce suspension rates. To enhance these efforts, the principal introduced the Mentor Mentee program, providing targeted support and monitoring for students who have been suspended. This initiative is aimed at helping students improve both their behavior and academic outcomes, while reinforcing the connection between school and families to ensure sustained progress.

Successes:

- Active review of suspension data from the 2023-24 and 2024-25 school years to identify trends and further inform strategies for suspension reduction.

- Implementation of the Mentor Mentee program, offering targeted support for students who have been suspended and tracking their progress.

Challenges:

- Leaders responsible for the initial Improvement Journey have since left the school, impacting the continuity and structure of the improvement process.

Action 3.4: Increase in School Connectedness

Overall Implementation:

To foster a supportive environment where all students, including unduplicated groups (English Learners, Low-Income, Foster Youth), feel valued and connected, we have implemented a range of proactive strategies. The Deans have been greeting students upon arrival to set a positive tone for the day and checking in on expectations. Additionally, they have been actively working on building relationships with students, parents, staff, and faculty throughout the school day. The Deans also visit classrooms to assess classroom cultures and identify themes related to school culture, supporting the consistent implementation of school rules, policies, and expectations in partnership with teachers.

In the first semester, the Deans collaborated with the Student Activities department to uphold behavior expectations during events such as HS Spirit Week, MS Masquerade Dance, and the Fall Pep Rally. These collaborations have helped reinforce positive interactions and fostered team-building activities among students. Moving forward, the Deans will continue to partner with other campus departments to maintain behavior expectations at school events, reinforcing a positive and inclusive environment for all students.

Successes:

- Increased positive relationships between students and Deans.
- Successful partnerships with various departments to support behavior expectations during school events, enhancing school connectedness.

Challenges:

- Aligning with teachers can sometimes present challenges when navigating partnerships, especially when dealing with differing perspectives or approaches.

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.

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

Action 3.1: Student Support Services for Students that are Suspended

Partially Effective

It has been challenging to find a suitable time to pull students after an incident, which impacts the effectiveness of the post-incident debrief. Additionally, some students may not be open to sharing during these debriefs, which limits the opportunity to fully address the underlying issues and support their behavioral improvement.

Action 3.2: Integrated Family Engagement

Effective

The approach has been effective in making progress toward the goal of increased family engagement, particularly for unduplicated student groups. By diversifying the formats and timing of events, the school has created more inclusive spaces for participation. The monthly principal meetings have become a valuable touchpoint for families, while surveys and open invitations to charter renewal hearings reflect a shift toward shared decision-making. However, there remains room for growth in improving communication systems and ensuring equitable participation across all student subgroups.

Action 3.3: SWD Suspension Rate Reduction

Partially effective

While we have seen personal growth with our students with disabilities, especially when it comes to our mentorship program. However, suspension rates are trending similarly to last year.

Action 3.4: Increase in School Connectedness

Effective

We are seeing a decrease in the student sentiment/culture that students do not feel seen or heard.

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.

Metrics

Metric 3.18: ParentSquare Engagement

This new metric has been added to more consistently track how families are engaging with school communication through ParentSquare. In the years following the pandemic, parent engagement has become more variable. While we continue to receive positive feedback about the platform's ease of use, we want to better understand how it's being used in practice. By prioritizing metrics such as Contactability History,

Delivery History, and Features Usage History from within the ParentSquare system, we aim to gather meaningful data that can inform future engagement strategies and ensure we are reaching families effectively.

Metric 3.7: Parent Participation

In the 2024-25 SY the Skills Academy pilot has not been implemented due to change in a new social worker on site. Over this summer, our current social worker will be reviewing the pilot program and creating a plan to begin reimplementing it in 2025-26. The metric recorded above gauges different avenues the Social Worker has gone through to elicit parental feedback and collaborate on engagement opportunities.

Metric 3.17 Staff Experience and Engagement

Metric name has been changed from "Staff Satisfaction Survey" to "Staff Experience and Engagement."

Goal for Year 3 Outcome changed to "Develop a new, standardized way to capture faculty and staff feedback and overall feeling in their workplace."

MWA is moving away from a traditional Human Resources model and has established a People Operations department to take a more holistic and people-centered approach to employee experience and engagement. Measuring "satisfaction" alone does not provide the depth of insight needed to support strategic improvements in staff culture, retention, and well-being. Aligned with this shift, a Total Compensation Study is underway, led by the newly hired Senior Director of People. The data for this metrics was collected through this Total Compensation Study. Future iterations of this metric will be grounded in a more robust, ongoing system for capturing staff voice and monitoring workplace climate across all roles.

Action 3.1: Student Support Services for Students that are Suspended

Metric 2.13 removed from Metric(s) to Monitor Effectiveness.

Metric 2.13 (Field Trips) will not be used to monitor the effectiveness of this action as the metric has been changed to monitor the number of college and career related field trips and will not be an accurate gauge to determine if the number of field trips has an impact on student behavior and number of suspensions to make them eligible to go on field trips.

Action 3.2: Integrated Family Engagement

Metric 2.13 removed from Metric(s) to Monitor Effectiveness.

Metric 2.13 (Field Trips) will not be used to monitor the effectiveness of this action as the metric has been changed to monitor the number of college and career related field trips and will not be an accurate gauge to determine if an increased number of field trips has effects on how families engage with the school.

Action 3.5: SEL Support

Newly created action that is expected to address the findings identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information.

Action 3.6: 504 Coordination and Implementation

Newly created, non-contributing action that is expected to address the needs of students with disabilities as identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information on how this action addresses student needs.

This action is non-contributing, so the metrics used to monitor the action are not listed elsewhere in the LCAP. This action will be monitored by looking at the disaggregated data for SWD in the following metrics: 3.1 (Chronic Absenteeism Rate), 3.2 (Average Daily Attendance), 3.3 (Suspension Rate), 3.4 (Expulsion Rate), 3.7 (parent Participation), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates), 1.7 (EL Reclassification), 1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)

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.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Student Support Services for Students that are Suspended	<p>1. Student Support Services for Suspended Students:</p> <p>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).</p> <p>b. Review suspension data and talk with students to better understand their needs.</p> <p>i. Give special attention to the data behind why English Learners, Hispanic, and Socioeconomically Disadvantaged students have higher suspension rates</p> <p>ii. Give special attention to the talking with English Learners, Hispanic, and Socioeconomically Disadvantaged students to better understand their needs</p> <p>c. Target skills like self-control, emotional identification, and anxiety reduction.</p> <p>i. Bring in external community engagement to support students in learning these skills.</p>	\$621,552.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>d. Provide support while students participate, keeping families updated and offering learning resources.</p> <p>e. Improve communication between schools and families.</p> <p>f. Address tough topics at home and build a stronger educational support network for students.</p>		
3.2	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>i. This way we can discover new family engagement strategies that are specifically designed to engage families in the MWA community.</p> <p>ii. This will also include families in decision-making processes.</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>	\$472,093.00	Yes
3.3	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>	\$270,413.00	No

Action #	Title	Description	Total Funds	Contributing
3.4	Increase in School Connectedness	<p>1. Building a Supportive Environment:</p> <ul style="list-style-type: none"> a. Create a school where students, including unduplicated student groups (English Learners, Low-Income, Foster Youth), feel valued and connected. b. Assess the current environment through interviews, student groups, and surveys to find strengths, weaknesses, and areas for improvement. 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. <p>2. Community Involvement</p> <ul style="list-style-type: none"> 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. 	\$492,368.00	Yes
3.5	SEL Support	<p>1. Provide Additional Resources for Students:</p> <ul style="list-style-type: none"> a. Offer online resources students can use to process and reflect on behaviors. b. Create opportunities for self-regulation and emotional processing through structured activities. <p>2. SEL Academy for Students Post-Suspension:</p> <ul style="list-style-type: none"> a. Develop a restorative SEL academy for students to complete after suspensions. 	\$248,978.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> b. Support skill development to address behavioral challenges and promote long-term change. 3. Build a Clear Restorative/Skill Development Curriculum: <ul style="list-style-type: none"> a. Create a clear, structured curriculum focused on SEL skills and restorative practices. b. Integrate skill-building exercises to help students better manage their emotions and behavior. 4. Coaching Support for Teachers: <ul style="list-style-type: none"> a. Provide professional development and coaching for teachers to effectively incorporate SEL strategies into their curriculum. b. Equip teachers with the tools to foster a positive classroom environment focused on emotional intelligence. 		
3.6	504 Coordination and Implementation	<ul style="list-style-type: none"> 1. Current System Evaluation <ul style="list-style-type: none"> a. Review the existing 504 plan management process. b. Identify gaps in compliance and efficiency. c. Gather feedback from teachers, parents, and students to assess the effectiveness of the current process. 2. Create and Implement 504 Coordinator Role <ul style="list-style-type: none"> a. Develop a comprehensive job description for the 504 Coordinator, clearly outlining responsibilities and required qualifications. b. Determine appropriate compensation based on the scope of responsibilities. 3. Standardize Procedures for 504 Plan Development <ul style="list-style-type: none"> a. Establish clear and consistent procedures for student referrals, evaluations, and the development of 504 plans. b. Ensure quality control and consistency in the implementation of plans. 4. Staff Support and Training <ul style="list-style-type: none"> a. Provide training for staff on 504 plan procedures and compliance. b. Ensure ongoing professional development to support the success of students with disabilities. 	\$80,549.00	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$2,986,607	\$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
26.231%	0.000%	\$0.00	26.231%

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>Action: Enhancing Instructional Capacity and Professional Growth</p> <p>Need: This goal was created to provide support for students in order to increase performance in all academic standards. In order to lower the population of Tier 2 and Tier 3 students (Gate, SWD, English Learners, Foster Youth, Low Income students, etc.), Tier 1 instruction must</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 85%. Providing these services to the school as a whole ensures that this action reaches all of our</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 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social</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>be strengthened and all curriculum internalized by core subject educators.</p> <p>Scope: LEA-wide</p>	English Learners, Foster Youth, and Low Income students.	Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA), 1.15 (Teacher Retention: New Teachers), 1.16 (Teacher Retention: Continuing Teachers), 1.17 (Teacher Proficiency), 1.18 (Coaching Sessions)
1.2	<p>Action: Strengthening Tier 1 Instruction and Differentiation</p> <p>Need: To provide high-quality, standards-aligned, and differentiated instruction --for students that are at-risk, LTELs, ELs, and SWD-- through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery.</p> <p>Scope: 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>	1.7 (EL Reclassification), 1.8 (ELPI), 1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)
1.3	<p>Action: Enhancing Progress Monitoring and Data Analysis</p> <p>Need: 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.</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.	1.1 (Teacher Credentials), 1.2 (Teacher Misassignments), 1.5 (PD Participation), 1.7 (EL Reclassification), 1.8 (ELPI)

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>Evaluated data must reflect students' acquisition of grade-level skills in order for educators to evaluate their own instruction and how it impacts specific student groups.</p> <p>Scope: LEA-wide</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>	
1.5	<p>Action: Enhancing the Learning Environment for English Learners Through Staff PD</p> <p>Need: 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 20% ELs, 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>Scope: Schoolwide</p>	<p>Improve instructional coaching and professional development opportunities for educators to best support the needs of ELs.</p> <p>This action is provided 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>	1.7 (EL reclassification rate), 1.8 (ELPI), 3.10 (PD Sessions - Critical Learner Groups)
1.6	<p>Action: Language Acquisition Program</p> <p>Need: In 2023 MWA had 53.4% of English Learners progressed at least one ELPI level, and has met 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</p>	<p>Continue providing standards aligned curriculum specifically for designated ELs from CA approved materials list.</p>	1.7 (EL reclassification rate), 1.8 (ELPI)

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
	a focus in our LCAP as 20% of MWA students are ELs. Scope: LEA-wide		
1.7	Action: Academic Support Need: This action was created to address continued performance gaps in Math and ELA. Students require consistent, targeted intervention outside of regular instructional time to master grade-level standards and strengthen foundational skills. Scope: LEA-wide	Provide targeted academic support for students through tutoring, teacher office hours, and partnerships with external agencies, with a prioritized focus on Math and ELA to enhance academic achievement across student groups. 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 as well as Students with Disabilities who were identified as needing support specifically in ELA and Math through our needs assessment.	1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)
2.1	Action: Vertically Aligned Systems for Seamless College and Career Support Need: Practices are in place to best serve our MWA students/critical learner groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners). 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	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, Accelerated Learners). Additionally, continue to update the practices to ensure that MWA students' specific needs are met. 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	2.3 (Graduation Rate), 2.4 (Drop-Out Rate), 2.6 (EAP), 2.7 (CCI), 2.12 (Access to a Broad Course of Study)

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>to provide seamless support to MWA students/critical learning groups (English learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners). pertaining to their college and career readiness and post-secondary success needs.</p> <p>Scope: LEA-wide</p>	English Learners, Foster Youth, and Low Income students.	
2.2	<p>Action: College and Career Pathway Scope and Sequence</p> <p>Need: MWA is known for its college and career going 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>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.</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>	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)

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
	Scope: LEA-wide		
2.3	<p>Action: Graduation Pathways</p> <p>Need: 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, Accelerated Learners), 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 college and career readiness mission and vision.</p> <p>Scope: LEA-wide</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, Accelerated Learners) 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>	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)
2.4	<p>Action: Postsecondary Readiness Pathways</p> <p>Need: Establish a robust College and Career Access Program by developing a Maker-Space CTE course aligned with student interests and industry standards, while expanding concurrent enrollment opportunities through increased course offerings, strengthened higher education partnerships, and enhanced</p>	<p>Establish a robust Career & Technical Education (CTE) pathway through the development of a Maker-Space course aligned with student interests and industry standards, ultimately leading to certification opportunities and career readiness for all students. Expanding CTE opportunities, especially through pathways such as Maker-Space, will help provide unduplicated students and SWD with more equitable access to high-demand, career-focused skills.</p>	2.1 (CTE Enrollment and completion), 2.2 (A-G Course Completion), 2.3 (Graduation Rate), 2.5 (AP Pass Rate), 2.6(EAP), 2.7 (CCI), 2.11 (Number of College and Career Related Field Trips), 2.12 (Access to a Broad Course of Study)

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>student support. These efforts aim to promote certification opportunities, high school credit articulation, and alignment with students' academic and career goals.</p> <p>Scope: LEA-wide</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>	
3.1	<p>Action: Student Support Services for Students that are Suspended</p> <p>Need: 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>Scope: 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)</p>
3.2	<p>Action: Integrated Family Engagement</p> <p>Need: 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</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>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</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>limited participation and a sense of disconnection.</p> <p>Scope: LEA-wide</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>(Upper School Retention Rates), 3.14 (Engagement Events: Master Calendar), 3.15 (Engagement Events: Promoted)</p>
3.4	<p>Action: Increase in School Connectedness</p> <p>Need: 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>Scope: 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>	<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), 3.17 (Staff Experience and Engagement), 2.13 (Field Trips)</p>
3.5	<p>Action: SEL Support</p> <p>Need: SWD and Black students have the highest rates of suspension and chronic absenteeism, indicating a need for more proactive SEL support utilizing additional tools and strategies. These will help students develop self-</p>	<p>Implement an online Social Emotional Learning (SEL) program, utilizing Wayfinder curriculum, to help students incorporate SEL skills into their daily lives and academics.</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), 3.3 (Suspension Rate), 3.4 (Expulsion Rate), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates)</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
	regulation skills and re-engage with the learning environment. Scope: LEA-wide	English Learners, Foster Youth, and Low Income students.	
3.6	Action: 504 Coordination and Implementation Need: The need for a dedicated 504 Coordinator to ensure the creation, implementation, and monitoring of 504 plans, ensuring compliance and providing targeted support for students with disabilities. Scope:	Establish a 504 Coordinator role to assist with the implementation and monitoring of 504 plans, with a focus on supporting students with disabilities. 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.	

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
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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 of 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

2025-26 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 %)
Totals	\$11,385,790	\$2,986,607	26.231%	0.000%	26.231%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$7,010,234.00	\$1,498,954.00	\$0.00	\$500,605.00	\$9,009,793.00	\$8,093,449.00	\$916,344.00

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	Planned Percentage of Improved Services
1	1.1	Enhancing Instructional Capacity and Professional Growth	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$291,151.00	\$66,558.00	\$169,891.00			\$187,818.00	\$357,709.00	
1	1.2	Strengthening Tier 1 Instruction and Differentiation	English Learners	Yes	LEA-wide	English Learners			\$1,859,014.00	\$41,751.00	\$1,826,147.00			\$74,618.00	\$1,900,765.00	
1	1.3	Enhancing Progress Monitoring and Data Analysis	English Learners Low Income	Yes	LEA-wide	English Learners Low Income			\$572,099.00	\$34,628.00	\$549,475.00			\$57,252.00	\$606,727.00	
1	1.4	Improve Academic Outcomes for Special Education Students	Students with Disabilities	No					\$672,600.00	\$26,301.00		\$649,349.00		\$49,552.00	\$698,901.00	
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	English Learners	Yes	School wide	English Learners			\$380,768.00	\$23,603.00	\$335,569.00			\$68,802.00	\$404,371.00	
1	1.6	Language Acquisition Program	English Learners	Yes	LEA-wide	English Learners			\$525,869.00	\$34,593.00	\$552,326.00			\$8,136.00	\$560,462.00	
1	1.7	Academic Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$99,665.00		\$99,665.00			\$99,665.00	
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$711,353.00	\$10,051.00	\$700,188.00			\$21,216.00	\$721,404.00	
2	2.2	College and Career Pathway Scope and Sequence	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$673,173.00	\$28,050.00	\$694,244.00			\$6,979.00	\$701,223.00	
2	2.3	Graduation Pathways	English Learners Foster Youth	Yes	LEA-wide	English Learners Foster Youth			\$546,547.00	\$76,066.00	\$622,613.00				\$622,613.00	

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	Planned Percentage of Improved Services
			Low Income			Low Income										
2	2.4	Postsecondary Readiness Pathways	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$150,000.00	\$0.00		\$150,000.00			\$150,000.00	
3	3.1	Student Support Services for Students that are Suspended	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$520,751.00	\$100,801.00	\$595,320.00			\$26,232.00	\$621,552.00	
3	3.2	Integrated Family Engagement	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$425,428.00	\$46,665.00	\$472,093.00				\$472,093.00	
3	3.3	SWD Suspension Rate Reduction	Students with Disabilities Students with disabilities that have been suspended	No					\$237,079.00	\$33,334.00		\$270,413.00			\$270,413.00	
3	3.4	Increase in School Connectedness	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$447,068.00	\$45,300.00	\$492,368.00				\$492,368.00	
3	3.5	SEL Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$248,978.00		\$248,978.00			\$248,978.00	
3	3.6	504 Coordination and Implementation	Students with Disabilities	No			All Schools		\$80,549.00	\$0.00		\$80,549.00			\$80,549.00	

2025-26 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
\$11,385,790	\$2,986,607	26.231%	0.000%	26.231%	\$7,010,234.00	0.000%	61.570 %	Total:	\$7,010,234.00
								LEA-wide Total:	\$6,674,665.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$335,569.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Enhancing Instructional Capacity and Professional Growth	Yes	LEA-wide	English Learners Foster Youth Low Income		\$169,891.00	
1	1.2	Strengthening Tier 1 Instruction and Differentiation	Yes	LEA-wide	English Learners		\$1,826,147.00	
1	1.3	Enhancing Progress Monitoring and Data Analysis	Yes	LEA-wide	English Learners Low Income		\$549,475.00	
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	Schoolwide	English Learners		\$335,569.00	
1	1.6	Language Acquisition Program	Yes	LEA-wide	English Learners		\$552,326.00	
1	1.7	Academic Support	Yes	LEA-wide	English Learners Foster Youth Low Income			
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	Yes	LEA-wide	English Learners Foster Youth Low Income		\$700,188.00	

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		\$694,244.00	
2	2.3	Graduation Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income		\$622,613.00	
2	2.4	Postsecondary Readiness Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income			
3	3.1	Student Support Services for Students that are Suspended	Yes	LEA-wide	English Learners Foster Youth Low Income		\$595,320.00	
3	3.2	Integrated Family Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income		\$472,093.00	
3	3.4	Increase in School Connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income		\$492,368.00	
3	3.5	SEL Support	Yes	LEA-wide	English Learners Foster Youth Low Income			

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$10,736,578.00	\$10,736,578.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Enhancing Instructional Capacity and Professional Growth	Yes	\$456,399.00	\$456,399.00
1	1.2	Strengthening Tier 1 Instruction and Differentiation	Yes	\$1,557,510.00	\$1,557,510.00
1	1.3	Enhancing Progress Monitoring and Data Analysis	Yes	\$1,159,107.00	\$1,159,107.00
1	1.4	Improve Academic Outcomes for Special Education Students	No	\$655,337.00	\$655,337.00
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	\$330,960.00	\$330,960.00
1	1.6	Language Acquisition Program	Yes	\$89,988.00	\$89,988.00
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	Yes	\$975,741.00	\$975,741.00
2	2.2	College and Career Pathway Scope and Sequence	Yes	\$2,127,225.00	\$2,127,225.00
2	2.3	Graduation Pathways	Yes	\$937,754.00	\$937,754.00
3	3.1	Student Support Services for Students that are Suspended	Yes	\$813,767.00	\$813,767.00
3	3.2	Integrated Family Engagement	Yes	\$522,409.00	\$522,409.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.3	SWD Suspension Rate Reduction	No	\$435,054.00	\$435,054.00
3	3.4	Increase in School Connectedness	Yes	\$675,327.00	\$675,327.00

2024-25 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)
\$3,039,817	\$9,218,793.00	\$9,218,793.00	\$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)
1	1.1	Enhancing Instructional Capacity and Professional Growth	Yes	\$312,335.00	\$312,335.00		
1	1.2	Strengthening Tier 1 Instruction and Differentiation	Yes	\$1,483,443.00	\$1,483,443.00		
1	1.3	Enhancing Progress Monitoring and Data Analysis	Yes	\$1,001,604.00	\$1,001,604.00		
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	\$330,960.00	\$330,960.00		
1	1.6	Language Acquisition Program	Yes	\$69,129.00	\$69,129.00		
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	Yes	\$973,390.00	\$973,390.00		
2	2.2	College and Career Pathway Scope and Sequence	Yes	\$2,127,225.00	\$2,127,225.00		
2	2.3	Graduation Pathways	Yes	\$933,204.00	\$933,204.00		
3	3.1	Student Support Services for Students that are Suspended	Yes	\$789,767.00	\$789,767.00		
3	3.2	Integrated Family Engagement	Yes	\$522,409.00	\$522,409.00		
3	3.4	Increase in School Connectedness	Yes	\$675,327.00	\$675,327.00		

2024-25 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)
\$11,378,164	\$3,039,817	\$0	26.716%	\$9,218,793.00	0.000%	81.022%	\$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.

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 and Senate Bill 153, Chapter 38, Statutes of 2024.

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. LEAs may also provide information about their strategic plan, vision, etc.

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.
- LEAs may also provide information about their strategic plan, vision, etc.
- 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.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
 - If the LEA has unexpended LREBG funds the LEA must provide the following:
 - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
 - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
 - An explanation of how the action is aligned with the allowable uses of funds identified in [EC Section 32526\(c\)\(2\)](#); and
 - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by [EC Section 32526\(d\)](#).
 - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the [LREBG Program Information](#) web page.
 - Actions may be grouped together for purposes of these explanations.
 - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
 - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

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

Requirements

School districts and COEs: [EC Section 52060\(g\)](#) and [EC Section 52066\(g\)](#) 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\(d\)](#) 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](#);
 - **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](#); and
- For charter schools, see [Education Code Section 47606.5](#).

- **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\(b\)\(1\)](#) 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.
- **Required metrics for actions supported by LREBG funds:** To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
 - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #
<ul style="list-style-type: none"> • Enter the metric number.
Metric

- 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.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - 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 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . 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

For English Learners and Long-Term English Learners

- 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.

For Technical Assistance

- 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.

For Lowest Performing Dashboard Indicators

- 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.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
 - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to [EC Section 32526\(d\)](#). For information related to the required needs assessment please see the Program Information tab on the [LREBG](#)

[Program Information](#) web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the [California Statewide System of Support LREBG Resources](#) web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in [EC Section 32526\(c\)\(2\)](#).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
 - Identify the action as an LREBG action;
 - Include an explanation of how research supports the selected action;
 - Identify the metric(s) being used to monitor the impact of the action; and
 - Identify the amount of LREBG funds being used to support the action.

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:

- 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 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 2024

Coversheet

Bylaw Revision

Section: IV. Action Items
Item: B. Bylaw Revision
Purpose: Vote
Submitted by: Alicia Malet Klein
Related Material: Bylaws Redline (4933-8192-3616.v1).docx

BACKGROUND:

Proposed amendment to the bylaws in Article 7 to allow for the addition of a student board member:

7.2 DESIGNATED DIRECTORS AND TERMS.

... shall be designated by the existing Board of Directors. *In addition to the number of directors otherwise prescribed by these Bylaws, the Board may also include a pupil member pursuant to Education Code section 47604.2, with limited voting rights set by statute.*

...

Section 7.4. DIRECTORS' TERM.

...qualified. *The term of the pupil member shall be one (1) year commencing on July 1 each year.*

RECOMMENDATION:

Approve the proposed additions.



Board Policies

Page 1

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BYLAWS
OF
Making Waves Academy
(A California Nonprofit Public Benefit Corporation)

ARTICLE 1
NAME

Section 1. NAME. The name of the Corporation is Making Waves Academy.

ARTICLE 2
PRINCIPAL OFFICE OF THE CORPORATION

Section 2.1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is 4123 Lakeside Drive, Richmond, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2.2 OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE 3
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 3.1. GENERAL AND SPECIFIC PURPOSES. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools, including Making Waves Academy Richmond and any other locations authorized or created or operated. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE 4
CONSTRUCTION AND DEFINITIONS

Section 4.1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE 5 DEDICATION OF ASSETS

Section 5.1. DEDICATION OF ASSETS. The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the charter governing the charter Schools operated as or by the Corporation. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to Making Waves Foundation or another nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE 6 CORPORATION WITHOUT MEMBERS

Section 6.1. CORPORATION WITHOUT MEMBERS. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

ARTICLE 7 BOARD OF DIRECTORS

Section 7.1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 7.2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 7.1 of this article, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one

location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

[Section 7.2.]¹ DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than fifteen (15), unless changed by amendments to these bylaws. A Board seat shall be reserved at all times for a Parent/Guardian Representative. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Board may appoint an additional director to ensure an odd number of directors. All directors, except for the representative of the charter authorizer, shall be designated by the existing Board of Directors.

In addition to the number of directors otherwise prescribed by these Bylaws, the Board may also include a pupil member pursuant to Education Code section 47604.2, with limited voting rights set by statute.

Section 7.3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No interested persons may serve on the Board of Directors. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 7.4. DIRECTORS' TERM. All directors, except for the Parent/Guardian Representative, shall hold office for three (3) years and until a successor director has been designated and qualified. The Parent/Guardian Representative shall hold office for two (2) years and until a successor director has been designated and qualified. The term of the pupil member shall be one (1) year commencing on July 1 each year.

Section 7.5. NOMINATIONS BY COMMITTEE. The President of the Board of Directors or, if none, the CEO in conjunction with at least two other sitting Board Members will designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of such designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7.6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director;

¹ NTD: Note this is the second section “7.2”; numbering is off throughout section.

(b) the increase of the authorized number of directors; (c) the failure of a director to attend two (2) meetings during one calendar year without good cause; and (d) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3.

Section 7.7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may designate a successor to take office as of the date when the resignation becomes effective.

Section 7.8. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 7.9. REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative designated by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a director shall be filled as provided in Section 7.10.

Section 7.10. FILLING OF BOARD VACANCIES. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 7.11. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 7.12. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. If the Corporation operates more than one charter school, the boundaries for the meeting shall be coterminous with the Contra Costa County Board of Education's jurisdiction. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 7.13. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown

Act.

Section 7.14. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at least four (4) times a year at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 7.15. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the President of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a President of the Board has not been elected then the Chief Executive Officer is authorized to call a special meeting in place of the President of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 7.16. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours' notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, the place, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 7.17. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 7.18. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the County in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a director of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 7.19. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 7.20. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, and may only receive such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 7.21. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Fill vacancies on the Board of Directors or any committee of the Board;
- b. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

- c. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- d. Amend or repeal bylaws or adopt new bylaws;

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 7.22. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 7.23. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this Corporation.

Section 7.24. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE 8 OFFICERS OF THE CORPORATION

Section 8.1. OFFICES HELD. The officers of this Corporation shall be a Chief Executive Officer, President, a Secretary, and a Chief Financial Officer. The officers, in addition to the corporate duties set forth in this Article 8, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 8.2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the Chief Executive Officer or the President.

Section 8.3. ELECTION OF OFFICERS. The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 8.4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 8.5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 8.6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8.7. CHIEF EXECUTIVE OFFICER. The Chief Executive Officer shall be selected by the Board of Directors and shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Chief Executive Officer shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 8.8. PRESIDENT. The President of the Board shall be selected by the Board of Directors. The President shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time

Section 8.9. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 8.10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of

Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the Chief Executive Officer, President, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE 9 CONTRACTS WITH DIRECTORS

Section 9.1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE 10 CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 10.1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest.

ARTICLE 11 INDEMNIFICATION

Section 11.1. **INDEMNIFICATION.** To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE 12 INSURANCE

Section 12.1. INSURANCE. The Corporation shall purchase and maintain insurance on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE 13 MAINTENANCE OF CORPORATE RECORDS

Section 13.1 MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE 14 INSPECTION RIGHTS

Section 14.1 DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g. restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 14.2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 14.3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE 15 REQUIRED REPORTS

Section 15.1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 15.2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's calendar year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article 11 of these Bylaws.

ARTICLE 16 BYLAW AMENDMENTS

Section 16.1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these bylaws by a majority vote of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.

ARTICLE 17 FISCAL YEAR

Section 17.1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Making Waves Academy, a California nonprofit public benefit corporation; that these bylaws, consisting of **13** pages, are the bylaws of the Corporation, **Making Waves Academy**, as adopted by the Board of Directors on; and that these bylaws have not been amended or modified since that date.

Executed on **June 13, 2019** at, **Richmond**, California.

BOARD ROLES AND RESPONSIBILITIES; DELEGATION OF POWER

The Making Waves Academy (“Academy”) is governed by its Board of Directors (“Board”). The Board, together with the Academy’s Chief Executive Officer (“CEO”) and his/her management team comprised of an executive or manager in the Making Waves Business Services entity, the Middle School Director, the Upper School Director, the Director of Operations, and the Director of Technology (collectively, the “Management Team”) work together in operating the Academy. The Management Team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. In consideration of these guiding principles, this policy identifies the Board’s roles and responsibilities and the delegation of the Board’s powers to the CEO.

I. ROLES AND RESPONSIBILITIES OF THE BOARD

The Board has the following roles and responsibilities:

I.A. Vision and Strategic Plan

- The Board provides input on and evaluates adherence to the Academy Mission.
- The Board reviews and provides input on strategic plans submitted by the Management Team.
- The Board adopts policies to successfully implement the Academy Mission and strategic plans.
- The Board oversees the CEO to ensure that the Academy Mission and strategic plans are reflected in the day-to-day operations of the Academy, including ensuring that the curriculum aligns with the Academy Mission.

I.B. Academic Performance Monitoring

- The Board, or a committee thereof, annually reviews student performance based on state- and federally-mandated assessments.
- The Board, or a committee thereof, quarterly reviews student performance based on Academy-level assessments.
- The Board approves all academic performance reports to all federal, state and local agencies as required by law.

I.C. Staffing and Personnel:

- The Board reviews and approves personnel policies and any amendments thereto.
- The Board provides input on the employment of the Management Team, including the CEO. The board has the power to hire, evaluate and terminate the CEO. The CEO has the power to hire, evaluate and terminate other members of the Management Team.
- The Board provides input on performance goals for the CEO and communicates the goals to the CEO.
- The Board annually provides input on the CEO’s performance.

- The Board, or a committee thereof, annually reviews the school's overall performance against strategic plans, WASC plan, and annual goals. The Board then provides any input or feedback on the implementation of these plans.
- A representative of the Board annually reviews MWA compliance procedures and personnel files as they relate to confirming proper personnel and teacher certifications for the annual audit.
- The Board, or a committee thereof, annually reviews faculty and staff data, such as surveys, performance evaluation data, discipline data, and retention data.

I.D. Parent, Student and Community Relations

- MS and US Directors make recommendations for expulsion. The CEO makes a determination on the recommendation for expulsion and brings it to the Board, or a committee thereof, for final approval. The Board, or a committee thereof, hears expulsion appeals.
- The CEO hears and decides upon student suspension appeals, based on recommendations from the MS and US Directors.
- The Management Team reviews and approves student and parent policies and any proposed amendments thereto.

I.E. Finance and Budget

- The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto;
- The Board, based on the recommendation of the Audit Advisory Committee, solicits and selects the Academy's independent financial auditor, oversees the auditor's work, and receives the auditor's report.
- The Board, or a committee thereof, (i) reviews and, subject to prior review by the Finance Advisory Committee, adopts and amends the annual budget, and (ii) reviews interim budgets, and annual financial statements.
- The Board, or a committee thereof, reviews and approves the audit report.
- The Board monitors the responses to the audit report and implementation thereof.
- The Board CEO reviews the P-1, P-2, and P-3 Annual Attendance Reports filed with the charter authorizer, the Contra Costa County Office of Education (one in the same for the Academy), and the California Department of Education.

I.F. Facilities

The Board, or a committee thereof, makes recommendations on facilities needs and policies. The Board, or a committee thereof, approves facilities construction projects when applying for state, county, or local funds available to charter schools, after review by MWF, Inc.

- The Board ensures the management team complies with the landlord's (MWF, Inc.) reporting requirements and performance related to student achievement.

I.G. Board Internal Business

- The Board, or a committee thereof, and the CEO draft, review and approve Board policies and amendments thereto.
- The Board will recruit prospective Board members and follow determined protocols to appoint them.
- The Board orients new Board members.
- The Board, as needed, provides training to its members in areas of state compliance, the Brown Act, LCFF/LCAP and any new state legislation affecting the governance and financing of public schools and specifically charter schools.
- The Board participates in regularly scheduled retreats with MWF (about every two years) to reflect on and assess performance against strategic plans as well as provide input in developing new plans.

I.H. Charter Performance and Renewal

- The Board annually reviews the Academy's performance reports.
- The Board, as needed, reviews the Academy's renewal proposals and reports. The Board, or a committee thereof, engages with the charter authorizer (CCCOE) and staff members to foster a productive working relationship.

II. BOARD'S DELEGATION OF POWERS TO CEO

The Board delegates the following powers to the CEO:

II.A. Strategic Plan

- The CEO oversees implementation of Board-adopted policies regarding the Academy's Mission and Strategic Plans, among other things, adopting appropriate procedures and training staff on the policies and procedures.

II.B. Staffing and Personnel

- The CEO oversees drafting all Academy personnel policies and presents them to the Board for review and approval. The CEO also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval.
- The CEO is responsible for final approval and/or rejection of all Academy personnel actions.
- The CEO approves the salaries for all Academy personnel, in compliance with any applicable state laws. The compensation of the CEO is determined by the Board.

II.C. Finance and Budget

- The CEO and Board President, with legal support, draft Board-adopted fiscal- and internal control policies. The CEO implements the Board-adopted policies by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The CEO, together with the Board President, Chief Financial Officer (CFO) and Finance Advisory Committee as needed, drafts amendments to the fiscal policies, and presents them to the Board for approval.

- The CEO in conjunction with the CFO oversees the semi-annual and annual budget development process with the Management Team and submits budget drafts and other require financial statements to the Board, or a committee thereof, for approval.
- The CEO, working with the Management Team, implements the responses to the audit report as instructed by the Board.

II.D. Facilities

- The CEO oversees annual school site needs-assessments, at the direction of the Board.
- The Management Team implements any facilities policies.

II.E. Academic Performance Monitoring

- The Board reviews an annual report submitted by the CEO reflecting student performance based on state- and federally-mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for student achievement on national assessments. The CEO implements the goals for student achievement on such assessments.
- The Board reviews formative reports during the school year, submitted by the CEO reflecting student performance based on Academy-level assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for student assessment on Academy level assessments. The CEO implements the goals for student achievement on Academy-level assessments.
- The Board oversees and supports the implementation of Board-adopted policies through the leadership of the CEO in order to achieve the student achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures.
- The Board reviews all academic performance reports required by all federal, state and local agencies as required by law and provides them to the Board for approval.

II.F. Staffing and Personnel

- The Board regularly reviews personnel policies, including the Academy's internal complaint procedures.

II.G. Parent, Student and Community Relations

- The Board reviews, and in some cases, approves the training of staff in the appropriate policies and procedures. The Board reviews and approves amendments proposed by the CEO to student- and parent policies.

II.H. Charter Performance and Renewal

- The Board annually reviews any required Academy performance reports.
- The Board, as needed, reviews and approves drafts of charter school renewal and amendment proposals and reports.

ANNUAL ORGANIZATIONAL MEETING

Time and Place for Meeting

The Board shall designate a meeting each fall to review any changes to the Board.

Order of Business

At this meeting, the Board will;

- A. Review any board membership or officer.
- B. Elect any representatives to serve on any applicable committees or advisory committees.
- C. Recognize departing Board members.
- D. Readopt the Conflict of Interest Policy and complete conflict of interest and commitment forms.

PROCEDURE FOR POLICY ADOPTION

The successful operation of the School requires that the actions of the Board and CEO be known and understood by students, employees, and members of the community. These groups as well as individuals should also have an opportunity to affect School action.

The process for adoption and publication of policies in the School includes the following elements:

I. Raising a Policy Issue

Any person within the School community, including teachers, administrative staff, other staff members, students, parents and interested community members, may raise a potential policy issue. At the School level, the individual that raises the policy issue shall communicate that policy issue to the CEO. Any member of the Board of Directors may raise a potential policy issue by communicating that policy to the CEO. If a policy issue is raised during a regular or special meeting of the Board of Directors the CEO will follow-up and report back to the Board.

II. Investigating a Policy Issue

Once the CEO receives notification of a policy issue, the CEO shall determine the appropriate means to investigate the policy issues. The CEO may, in his/her discretion, investigate the matter itself or delegate the investigation to an appropriate person or group of persons.

III. Communication and Public Involvement in Policy Adoption

An opportunity for interested parties to be heard before adoption, revision or repeal of policy shall be made.

Retention and organization of adopted policies, rules, regulations and procedures shall be made in a policy binder maintained by the Secretary of the Board with the assistance of school staff.

Publication and availability of all policies currently in effect within the School shall be made to any interested person during the regular business hours of the School. To ensure a basic level awareness and institutional understanding, a copy of the policy binder shall be reviewed with all new members of the Board, who shall be personally briefed on key aspects of the policies by a member of the school's staff or a sitting board member.

IV. Review and/or Revision of Existing Policies

Each year the CEO and Board President shall complete a review of all of the existing policies of the school. Upon completion of the review, the CEO shall notify the Board of Directors at its next

regular meeting of the policies that require revision. The CEO shall follow the procedures required for policy creation in the revision of existing policies. The CEO may receive assistance of individuals or groups of individuals, as he/she deems necessary, in reviewing the existing policies of the school to determine whether a policy requires revision.

CODE OF ETHICS FOR BOARD MEMBERS

The Making Waves Academy Board of Directors (“Board”) recognizes its role as overseers of public education and commits to promote the best interests of the Academy as a whole. To that end, the Board has adopted a Code of Ethics and Conduct. Each member of the Board shall sign an annual statement, the Board Commitment Form, committing to adhere to the Board’s Code of Ethics and Conduct as set forth in the statement (Appendix A, Board Commitment Form).

SCHOOL BOARD MEETINGS – BROWN ACT COMPLIANCE

I. TYPES OF MEETINGS - COMPLIANCE WITH BROWN ACT

All meetings of the Board of Directors of Making Waves Academy (“Board”) and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (“Brown Act”), Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code.

A. Regular Meetings

Regular meetings of the Board, including annual meetings, shall be held at least four times a year at such times and places as may, from time to time, be fixed by the Board. At least 72 hours before a regular meeting, the Board or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting in accordance with law, shall be considered regular Board meetings. Subcommittees created by formal action or resolution of the Board are subject to the Brown Act.

Meetings shall normally be held at the principal location of Making Waves Academy. The Board may also designate that a meeting be held at any place within the granting agency’s boundaries designated in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Brown Act, as said chapter may be modified by subsequent legislation.

B. Special Meetings

Special meetings of the Board for any purpose may be called at any time by the President of the Board, or by a majority of the Board. The party calling a special meeting shall determine the place, date, and time thereof. The Board may periodically (normally once every two years) meet at a location outside the granting agency’s boundaries for informal discussion of matters of mutual interest regarding the Making Waves organization (“Joint Board Retreat”). No formal Board actions will be taken or decisions made at any Joint Board Retreat.

C. Emergency Meetings

Emergency meetings may be called by a Board majority when an emergency situation arises involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities in accordance with law.

D. Teleconference Meetings

Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the school district in which Making Waves Academy operates;
- All votes taken during a teleconference meeting shall be by roll call;
- If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location;
- The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

II. Notification of Meetings

A. Regular and Special Meetings

Notice of the time and place of meetings, along with the agenda containing a brief general description of each item of business to be transacted or discussed at the meeting and supporting documentation, will be publicly posted on the website via an integrated board management platform not later than 72 hours prior to a regular meeting, and not later than 24 hours prior to a special meeting. The notice and agenda will also be posted in a location that is freely accessible to members of the public not later than 72 hours prior to a regular meeting, and not later than 24 hours prior to a special meeting. It is the responsibility of the Chief of Staff to provide notice and copies of the agenda and supporting documentation for both regular and special meetings.

B. Emergency Meetings

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, notice to the Board will be provided as soon as is reasonably practicable under the circumstances. All media outlets that have requested notice of special meetings shall be notified one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Board members are notified of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided by the media outlet in the request for notice shall be exhausted. If telephones are not working, the notice requirement is waived and the media shall be notified of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

III. Conduct of Board Meetings

A. Open Session

All regular, special and emergency meetings of the Board shall be open to the public and the media, except Closed Sessions as authorized by law.

B. Public Participation at Meetings

Requests to address the Board: Individuals seeking to address the Board on an item on the agenda or during time allocated for public comment shall complete the card, "Public Comment Card" (located in the board meeting room), and give it to the Board Secretary, or his/her designee, prior to the beginning of public comment for general public comment and before Board discussion commences following staff presentations. .

Public comment generally: At a regular meeting, any person may address the Board concerning any item on the agenda and any other matters under the Board's jurisdiction. At a special meeting, any person may address the Board only concerning the items on the agenda. The total time for presentations to the Board on all public comments (including agenda items and non-agenda items at regular meetings) shall not exceed 20 minutes, unless the Board grants additional time. Individual presentations will normally be limited to three minutes each, though the President of the Board may grant up to five minutes. All public comment concerning all matters shall be heard immediately after the meeting is called to order and before the Board's formal discussion of the agenda topics and consideration of action.

Limits on public comment: The President may curtail individual presentations if repetitive of points raised by others. Any person who, while addressing the Board, makes impertinent, slanderous or profane remarks to any Board member, staff or general public, who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of any Board meeting shall,

at the discretion of the President, be barred from further audience before the Board during that meeting.

In the event that any meeting is interrupted by a group(s) of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other media, if not participating in the disturbance, shall be allowed to attend any such session.

Recording and/or broadcasting of meeting: Persons attending an open meeting have the right to record or broadcast the proceedings with audio or video equipment unless the Board reasonably finds that the recording or broadcast cannot continue without noise, illumination or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

C. Board Members at Meetings

Limits on Board discussion and action: For regular meetings, no action or discussion shall be taken on any item not appearing on the posted agenda, except as provided below, and further except that Board members may briefly respond to statements made or questions posed by persons during public comment regarding off-agenda topics. For special meetings, no action or discussion shall be taken on any item not appearing on the posted agenda.

Exceptions in regular meetings: In regular meetings, the Board may take action on items of business not appearing on the posted agenda if any of the following conditions apply: 1) A majority of the Board determines that an emergency situation exists (as defined in the Government Code); 2) A determination by a two-thirds vote of the Board members present at the meeting, or if less than two-thirds are present, a unanimous vote of those Board members present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda was posted; or 3) The item was properly posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item and, at the prior meeting, the item was continued to the meeting at which action is being taken.

Closed session: Prior to holding any closed session, the Board shall disclose, in an open meeting, the item(s) to be discussed in the closed session. The disclosure may take the form of a reference to the item(s) as they are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement.

After any closed session, the Board shall reconvene into open session prior to adjournment and make a report of any action taken in closed session and the vote or abstention of every Board member present thereon in accordance with Government Code section 54957.1.

D. Minutes of Board Meetings

Open session meetings: The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. In the event that Board members are participating via teleconferencing, all votes during the meeting shall be by roll call and will be reflected in the minutes. The open session minutes shall also record all resolutions, the recommendations of the management team, and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public.

The original copy of the open session minutes shall be posted on the website via An integrated board management platform, signed electronically by the Secretary of the Board or their designee, together with copies of resolutions and any other documents determined by the Board to be attached to the official minutes.. The folder of minutes for open session meetings is a public record. In addition to the official minutes, a binder of all minutes and and attached documents shall be maintained by the Secretary of the Board, or their designee.

Closed session meetings: The Board Secretary or his/her designee shall keep a record of topics discussed and decisions made at the meeting. The minutes for closed session is not a public record subject to inspection and shall be kept confidential.

Minutes for Emergency Meetings: Any time an emergency meeting is held, the minutes must provide a list of persons who were notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting. The minutes will be posted on the website via An integrated board management platform as soon after the meeting as possible.

IV. Quorum Requirements

A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

V. Continuances and Adjournment

A. Continuances

Items appearing on agendas for regular meetings may be continued to another meeting, to be held within five calendar days from the date of the originally posted meeting, without triggering the requirement that the agenda item be re- posted with the requisite notice.

B. Adjournment

The Board may adjourn any regular or special meeting to a time and place specified in an order of adjournment.

BOARD OPERATIONS

I. Roberts Rules of Order

The business of the Board of Directors (the “Board”) of Making Waves Academy (the “School”) at its meetings will be conducted in accordance with the specifications of Roberts Rules of Order. Any member may rise to a point of order under these rules, which action shall take precedence over all other business before the Board.

II. Polling of Board of Directors

Voting on resolutions shall be by the polling of voting Board members or consensus on voice vote. The minutes shall record the person making the motion, the person seconding it, and the names of the trustees voting for and against the motion or abstaining, as well as Board members who are absent or that the motion was passed by consensus. Secret ballots and proxies are prohibited.

III. Board Member Compensation and Reimbursement of Actual and Necessary Expenses

Board members shall serve without compensation.

IV. Officers, Directors and School Liability Insurance

The School will maintain adequate insurance to protect the School against loss because of fire, damage to school property, loss to other property, or general liability resulting as a responsibility of the School and its Board members or officers while acting on behalf of the School.

V. Appointment of Board Committees

Consistent with the charter, by-laws, and any other applicable provisions of contract or law, the Board may appoint committees for any purpose deemed appropriate by the Board. The resolution establishing the committee shall clearly define the range of the committee’s responsibility and authority, and shall specify whether the committee shall be a standing or limited-term committee. In meeting and carrying out designated purposes, any such committee shall comply with any applicable legal or contractual requirements. Specifically, unless otherwise specified in Board by-laws, parent/teacher associations and/or parent committees shall be advisory only.

VI. Board Nomination/Election Process

Per the MWA Bylaws adopted June 13, 2019, the President of the Board of Directors or, if none, the CEO in conjunction with at least two other sitting Board Members will designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of such designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

VII. Board Member Resignations

Except as provided below, any director may resign by giving written notice to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may designate a successor to take office as of the date when the resignation becomes effective.

VIII. Board Member Removal

Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative designated by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a director shall be filled as provided in Section 7.10.

IX. Dispute Resolution with Granting Agency

Any dispute that may arise with the granting agency must be handled in strict accordance with the dispute resolution process outlined in the charter. Should the Board wish to amend the dispute resolution process it must amend the charter to do so.

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Making Waves Academy hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of Making Waves Academy ("Charter School"), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Conflict of Interest Disclosure Statement (Appendix B) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Individuals holding designated positions shall file their statements of economic interests with the Charter School, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the Charter School.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Principal, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

EXHIBIT A
Designated Positions

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1,2
CEO	1,2
Board President	1,2
CFO/CBO	1,2
IT Director	1,2
Chief of Staff	1,2
Controller/Associate Director of Finance	1,2
Managing Director of Operations (COO)	1,2
Director of Talent	1,2
Head of School/Division Directors	1,3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The CEO may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property located in whole or in part within two (2) miles of any facility utilized by Making Waves Academy, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments and business positions in business entities, or sources of income (including receipt of gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that have, within the last two years, contracted with Making Waves Academy as contractors engaged in the performance of work or services; manufactured supplies, instructional materials, machinery or equipment sold to Making Waves Academy; or sold supplies, instructional materials, machinery or equipment to Making Waves Academy.

Category 3

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that have, within the last two years, contracted with Making Waves Academy as contractors engaged in the performance of work or services; manufactured supplies, instructional materials, machinery or equipment sold to Making Waves Academy that were utilized by the designated position's department; or sold supplies, instructional materials, machinery or equipment to Making Waves Academy that were utilized by the designated position's department.

DISSOLUTION OF THE SCHOOL

In the event of dissolution of Making Waves Academy the MWA Board of Directors ("Board"), or its designee, shall ensure compliance with the law, the charter, bylaws or any other legal or contractual requirements, as well as follow the course action set forth in the bylaws.

I. Dissolution

If the School's charter is revoked or not renewed and the school(s) closes, the Board may elect voluntarily to wind up and dissolve Making Waves Academy by passing a resolution. The Board shall continue to act as a board and shall have full powers to wind up and settle its affairs, both before and after filing the Certificate of Dissolution. The Making Waves Academy shall cease to conduct its activities except to the extent necessary to wind up, and except during such period as the Board deems necessary to preserve the Making Waves Academy's goodwill or going concern value pending a sale or disposition of its assets, or both, in whole or part.

II. Certificate of Dissolution

After the Board approves the resolution to wind up and dissolve Making Waves Academy, the Board shall file with the Secretary of State a certificate evidencing that election and a copy shall be filed with the Attorney General.

III. Notice of Dissolution

Once the Board has passed the resolution to wind up and dissolve, it shall provide written notice of the winding up to all known creditors and claimants whose addresses appear on the records of Making Waves Academy and to the Attorney General.

IV. Audit

Within six (6) months of the dissolution of Making Waves Academy, but before disposition of the assets and liabilities of the School, the Board and Audit Advisory Committee shall oversee a final audit of the School's assets and liabilities by a neutral third party auditor.

V. Disposition of Assets and Liabilities

Based upon the audit findings, the Making Waves Academy shall pay, or adequately provide for, all known debts and liabilities as far as its assets permit. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to Making Waves Foundation or another nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

VI. Records

Student Records. Upon dissolution, the Board will provide for the transfer of all student records to the charter granting agency, or other qualified entity. In addition, parents/guardians will be provided with a certified packet of student information that may include the closure notice, grade reports, discipline records, immunization records, etc.

Other Records. Upon dissolution, the Board will sort through all of the records of the Making Waves Academy to determine which records must be retained in accordance with law, and which may be destroyed. The Board will destroy those records that may be destroyed, and will do so in a manner that provides for the confidentiality of the records. The Board will provide for storage of the records required to be retained by law in a manner that ensures their survival.

PUBLIC RECORDS REQUEST – PUBLIC RECORDS ACT COMPLIANT

I. Public Records

A. Public Records Defined

The Making Waves Academy (the “School”) provides the public with access to its public records in accordance with legal requirements. Public records are those writings containing information relating to the conduct of the School’s business that are prepared, owned, used or retained by the School regardless of physical form or characteristics. Certain public records, however, are exempt from disclosure by express provision of law. These records will not be provided to the public. The School may not deny disclosure of records based on the purpose for which the record is being requested.

B. Records Exempt from Disclosure

Some of the records that are exempt from disclosure include the following categories. This is not an exhaustive list.

- Preliminary drafts, notes or inter/intra-School memoranda that are not retained by the School in the ordinary course of business;
- Records pertaining to pending litigation to which the School is a party or to claims made pursuant to the Tort Claims Act.
- Personnel, medical, student records, or similar files.
- Test questions, scoring keys and other examination data used to administer an examination for employment or academic examination, unless specifically authorized by law.
- The content of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the School relative to the acquisition of property, until all of the property has been acquired.
- Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.
- A document prepared by or for the School that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the Schools operations and that is for distribution or consideration in a closed session.
- Trade secrets.

- Computer software developed by the School.
- Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.
- The School may, in its discretion and as permitted by law, waive the applicable exemption to the records. In this case, the disclosure constitutes a waiver for all requesters of that public record and will be open to inspection by all requesters.

II. Process for Requesting Public Records

A. Requests for Public Records

Any person wishing to inspect the School's public records shall make the request, preferably in writing, to the CEO. The request must reasonably describe an identifiable public record(s) and must be specific and focused.

Alton Nelson, CEO
4123 Lakeside Drive, Richmond, CA 94806
510-262-1511
Fax: 510-262-1518
anelson@mwacademy.org

To the extent reasonable under the circumstances, the School will assist the requester to make a focused and effective request by:

- Assisting the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.
- Describing the information technology and physical location in which the records exist.
- Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record(s), the School will not provide further assistance to the requester.

B. Response to Public Records Request

The CEO will, within 10 days ¹of receipt of the request, provide a written response to the

¹ In usual circumstances, the 10 day time limit may be extended by written notice by the **Business Manager** to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. In no event will the extension exceed 14 days. As used in this policy, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper

requester of public records. The written response shall contain the following information:

- Notice informing the requester whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the School and the reasons for the determination.
- If the School denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial.
- The date and time when the records will be made available.
- If the request identifies information which is contained in both electronic format and hard copy, the notice may inform the requester that the information is available in either format.
- If the requester seeks copies of the records, the School may identify a fee
- covering the direct costs of duplication.
- If the requester seeks copies in electronic format, the School may charge the requester the direct cost of producing a copy of the record in that format. If, in order to comply with these requirements relating to electronic formatted records described below, the School is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals or the request would require data compilation, extraction or programming to produce the record, the School may charge the requester the cost to construct a record, the cost of programming and computer services necessary to produce the record.

III. Records Inspections or Copies

Time and Place of Inspection: A person who has made a public records request may inspect the records after the date and time identified in the response to the request. Generally, records inspections may take place at Making Waves Academy during office hours of the School, which are 9 AM – 5 PM.

Electronic Formatted Records: If the School has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, and it has been requested in an electronic format, the School will make that information available in an electronic format. The School will make the information available for inspection in any electronic format in which it holds the information. If the requested format is one that the School uses to create copies for its own use or for provision to other agencies, the School will provide a copy of the electronic record. The School will not, however, provide electronic records in the electronic form, in which it is held by the School, if its release jeopardizes or compromises the security or integrity of the original record or of any proprietary software in which it is maintained.

processing of the particular request: 1) The need to search for and collect the records from field facilities or other establishments that are separate from the office processing the request; 2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request; 3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the School having substantial subject matter interest therein; or 4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

If the School no longer has the record in electronic format, the School will not reconstruct the record in electronic format.

Partial Disclosure: If the requested records may only partially be disclosed because some are exempt from disclosure, the reasonable portion not exempt from disclosure of the record(s) will be made available for inspection.

Adopted: April 23, 2008

Amended: December 8, 2010

Amended: March 4, 2013

Amended: April 3, 2014

Amended: September 5, 2019

Amended: June 17, 2021

Amended: September 11, 2023

FISCAL

A. Budget Development and Oversight Calendar and Responsibilities

The Making Waves Academy Charter School (“MWA”) will develop and monitor its budget in accordance with the annual budget development and monitoring calendar as specified below.

MWA’s Chief Financial Officer (“CFO”) and/or a Business Services designee, under the supervision, direction and control of MWA’s Chief Executive Officer (“CEO”), will do the following

July – August

- Close books for prior fiscal year; post all transactions; assemble records.
- Prepare for annual independent audit and be prepared to answer questions as part of the audit process.
- Prepare schedule under consultation with the Audit and Finance Advisory Committees for bank reconciliation review.

September – December

- At the end of the first 10 days of school (consistent with the timeline for reporting attendance/enrollment to its charter authorizer), the CEO reviews MWA’s Average Daily Attendance (“ADA”) figures and notifies the CFO if actual attendance is below budget projections. If needed, MWA’s budget is again revised at the 1st interim budget to reflect those changes as well as inform revised cash flow projections.
- Review current year actual versus budgeted revenues and expenditures and formally report to the Finance Advisory Committee in the 1st interim budget report. The MWA Board of Directors (“MWA Board”) approves any needed changes to annual budget.
- Submit the 1st interim budget report to the MWA charter authorizer, Contra Costa County Board of Education (“CCCOE”), by no later than December 15th of each year.

Board Policy 10: Fiscal Policy

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- Share elements of the Local Control Funding Formula (LCAP) with MWA community stakeholders. Highlight key initiatives of the LCAP, how progress will be monitored, and how progress will be reported to the community. Provide LCAP updates to the MWA Board and School Site Council (SSC) at an agreed upon scheduled time in the fall/winter.
- Monitor current year budget monthly and share any material concerns at MWA Board Meetings and Finance Advisory Committee Meetings.
- Prepare formal budget development plan and schedule for upcoming fiscal year.
- Review/prepare set of proposed budget principles and key assumptions, approved by the CEO.
- Work with the CEO to develop a budget timeline for budget managers to follow for the budget development and approval process.
- Attend trainings or presentations that address new state adopted fiscal policies for reporting and implementation.

January – February

- Review Governor's proposed state budget for the upcoming fiscal year, and identify likely range of revenues for MWA's upcoming fiscal year (July 1-June 30).
- Develop an initial financial budget for the upcoming fiscal year, including projected enrollment and any proposed staffing changes.
- Submit the first draft of the budget to the Finance Advisory Committee for initial review.
- Continually monitor and, as needed, revise current year budget and submit revisions to the Finance Advisory Committee as part of the Second Interim Budget Report cycle.
- Begin inviting community stakeholder feedback on elements of the LCAP. Develop and announce School Site Council meeting dates when progress on the

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LCAP will be shared and discussed. Implement LCAP communication plan to share progress updates on implementation of the LCAP.

March – April

- Prepare the second draft of the budget.
- Review current year actual versus budgeted revenues and expenditures and formally report to the Finance Advisory Committee in the 2nd interim budget report. The MWA Board approves any needed changes to annual budget.
- Submit the 2nd interim budget report to the Contra Costa County Board of Education by no later than March 15th of each year after approval by the MWA Board.
- Continually monitor current year finances and alert the MWA Board and Finance and Audit Advisory Committees of any material concerns.
- Receive constituent feedback on any proposed revisions to the LCAP through the SSC. Continue to follow the LCAP communication and implementation plan with respect to the budget and programmatic priorities.

May – June

- Present Second Draft of the Budget to the Finance Advisory Committee for final review.
- Review revenue projections subsequent to Governor's annual "May Revise" budget figures, and modify, if necessary, upcoming fiscal year budget, including monthly cash flow projections, to accommodate any changes.
- Budget Approval Process: CEO will review and as needed, in coordination with CFO, revise the proposed budget for the upcoming fiscal year and then forward the same to the Finance Advisory Committee for review and subsequent submission to / recommended approval by the MWA Board. The MWA Board will then review and, before June 30th, formally adopt the budget for the upcoming fiscal year. The MWA Board approves the LCAP before submitting it to MWA's charter authorizer, CCCOE, for review.

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- Provide copy of final budget to the charter authorizer, CCCOE no later than June 30th of each year after approval by the MWA Board.
- Develop three (3)-year budget projection in accord with MWA's established strategic and growth plans.
- Prepare for interim audit focused on attendance compliance and other procedures.
- Share final and approved LCAP with the SSC.

B. Controls, Budget, and Fiscal Management

MWA will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the MWA Board-adopted budget, (2) MWA's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Separation of Duties:

The Business Services unit will establish a written schedule and protocol to allow for adequate separation of duties and controls for receiving mail, bills, and checks concerning compliance and financial activities; receiving and acknowledging accounts payable, accounts receivable, and checks, and arranging for approval and payment of bills as well as reconciliation of received checks and deposited checks and their corresponding chart of accounts revenue code. No one person should have sole control over the lifespan of a transaction, such as:

- Initiate the transaction
- Approve the transaction
- Record the transaction
- Reconcile the transaction
- Handle the related asset
- Review reports

All Business Services personnel are cross-trained. Where possible, assignment rotations are implemented and employees are expected to take at least one two-week holiday a year.

Expenditure Approval Requirements:

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All proposed expenditures must be approved by the CEO or designee. The CFO or designee will review each proposed expenditure to determine whether it is consistent with the MWA Board-adopted budget and, if so, sign the check request or purchase order form. MWA will develop and maintain check request and purchase order forms to document the authorization of all non-payroll expenditures. Any purchase or transaction involving an expenditure of funds that either (i) causes a line item to exceed the approved budget or (ii) is of \$25,000 or more, shall additionally require approval by the MWA Board, unless the associated contract for the expenditure has already been approved by the Board. Any purchase or transaction involving an expenditure of funds less than \$25,000 shall be approved by the CEO, CFO or Business Services designee, except that expenditures of \$10,000 or less may be, in the alternative, approved by budget managers. The Finance Advisory Committee will monitor income and expenditures against projections and make inquiries into and understand the causes of any meaningful variance from the school's projected budget. The MWA Board, in its regular board meetings, shall ratify all bill payments since the previous board meeting. Business Services will conduct an internal audit annually to ensure all purchases have obtained appropriate approvals. The approval authorities of different positions are subject to the limitation as set forth in the following table:

Positions	Approval Authorities
Budget Managers as Designated by the CEO	Expenses up to \$10,000 that do not cause a line item to exceed the approved budget
CEO, CFO or Business Services Designee	Expenses of less than \$25,000 that do not cause a line item to exceed the approved budget
MWA Board	Expenses of \$25,000 or more or that cause a line item to exceed the approved budget

Separation of Duties and Approvals

Duty & Responsibility		Initial Action	Next Action	Approval	Exception
Accounts Payable		Received and processed by Payable & Payroll Specialist	Reviewed and submitted for approval by Controller	Reviewed and approved by budget managers. Approved for payment by the CEO or designee	Expenses exceeding \$10,000 have to be approved by positions that have appropriate approval authorities

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					outlined in the table above
<i>Payroll</i>		Employees submit their time for approval	Supervisors review time submitted and approve all time sheets	Payable & Payroll Specialist reviews all submitted timesheets and submits for disbursement	CEO approves final checks for employees leaving MWA (including accrued vacation and personal time)
<i>Employee Reimbursements</i>		Employee submits expenses for reimbursement to supervisor for review and approval	Payable & Payroll Specialist reviews reimbursement submissions	CEO reviews and approves submissions for reimbursement	Approvals for expenses involving reimbursement to the CEO reviewed and approved by the CFO

Disbursement Authority:

All disbursements require approved invoices or expense vouchers. The MWA Board shall appoint and approve all individuals authorized to sign checks in accordance with this fiscal policy. No authorized check signer shall sign any check made payable to his or her self nor authorize any other non-approved disbursement to his or her self. Checks for amounts in excess of \$5,000 require two signatures, one of which shall be that of the CEO unless the CEO is the payee.

Budget Transfers:

The CEO or designee may transfer from one unrestricted budget item to another.

Banking Arrangements:

MWA will maintain its accounts at a bank in good standing with federal and state regulatory agencies. The CFO will review at least annually the status of the current bank. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. The MWA Board must appoint and approve all individuals authorized to sign checks in accordance with these policies (see Appendix A for details).

All funds received shall be deposited into MWA's accounts at the earliest possible convenience and in no event later than the following business day after receipt.

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Purchasing Procedures:

Notwithstanding any provision of MWA's fiscal policies, where required, MWA will follow all applicable bidding processes under state and federal law in procuring products and services.

Where there is no legal requirement for a formal bid process to seek multiple bids before a purchase can be made and there is no legal requirement that a formal bid process be followed, the following internal MWA policy shall apply. For all purchases over \$25,000, MWA staff shall make a good faith effort to secure the lowest possible cost for comparable goods or services by soliciting two, and preferably three, competitive bids from qualified providers, and shall include documentation of such effort in the purchase record. When obtaining competitive bids is not possible due to lack of competitors offering comparable products/services or other factors, the requesting MWA employee shall include with the purchase order or check request a statement indicating why obtaining at least two bids was not possible. The CEO or designee shall only approve purchase orders or check requests that include 1) a statement explaining why at least two bids was not possible or 2) documentation showing that at least two, and preferably three, vendors were contacted and such documentation shall be maintained for three years.

Record Keeping:

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents must be maintained in a secure physical or online location for at least three years, or as long as required by applicable law, whichever is longer.

Property Inventory:

The CFO and/or Business Services designee shall develop a process for establishing, reviewing, updating, and maintaining an inventory of all non-consumable goods and equipment with an original cost over \$5,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This process shall be reviewed annually by the CFO and, if possible, a committee of the MWA Board. The CFO and/or Business Services designee shall provide annual training and support to the Director of Operations and Director of Technology, specifically, to ensure compliance with these property inventory procedures. This property will be inventoried on an annual basis and lists of any missing property must be provided to the CEO.

Food equipment with an original cost over \$2,000 with a useful life of more than one year shall also be inventoried.

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In addition, in order to maintain property control, the following shall be recorded and tracked by the Business Services department even though the original cost may be less than \$5,000 or have a useful life of less than a year: (1) equipment purchased with grant funds or required by the terms of the grant to be tracked as capital; (2) furnishings for new spaces; (3) cameras; (4) musical instruments; and (5) television sets and DVD units. AV projectors and computer systems (PC, keyboard, monitor, printer and hard drives) will be maintained by the Information Technology Department.

All non-consumable school property lent to students shall be returned to MWA no later than five working days after the end of the school year.

All non-consumable school property lent to faculty, staff, or administrators for use while employed at MWA shall be returned to MWA upon separation from service.

Any excess or surplus property owned by MWA may be sold or auctioned by the CFO and/or Business Services designee provided the CFO and/or Business Services designee first completes due diligence to maximize the value of the sale or auction to MWA. The MWA Board shall approve in advance the sale or auction of property owned by MWA with a fair market value in excess of \$5,000.

Payroll Services:

MWA will contract with a service provider to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The CFO or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The CFO or designee will review payroll statements at least quarterly to ensure that (1) the salaries are consistent with approved personnel action forms and that (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll- related documentation including a federal I-9 form, and tax withholding forms.

Attendance Accounting:

The CEO will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at MWA and engaged in the activities required of them by MWA. As part of the annual audit, the independent auditor will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices shall be in conformance with the Charter Schools Act and the applicable California

Board Policy 10: Fiscal Policy

Adopted: April 23, 2008

Amended: December 8, 2010

Amended: March 4, 2013

Amended: April 3, 2014

Amended: September 5, 2019

Amended: June 17, 2021

Amended: September 11, 2023

Administrative Code sections defining Charter School Average Daily Attendance (ADA).
Specifically:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by MWA.
- MWA's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar will also document that MWA offers the number of annual minutes of instruction as required pursuant to applicable law.
- Independent study, if needed, must be pre-arranged by the student's adult guardian and MWA. The adult guardian will be required to complete and submit documentation to MWA on school-provided forms of engagement in instructional activity. As applicable, such study shall be in full compliance with law governing independent study.

Annual Financial Audit:

The MWA Board will annually appoint an Audit Advisory Committee. Any persons with expenditure authorization or recording responsibilities within MWA may not serve on the Committee.

An annual financial audit shall be performed by an independent certified public accountant and shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of MWA's attendance accounting and revenue claims practices, and (3) an audit of MWA's internal control practices. If MWA receives federal income over the threshold for a single audit as determined by the Office of Management and Budget, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

MWA's CFO will follow the timeline below to conduct the audit process:

March – April

- Begin coordination with MWA's independent auditor in preparation for annual audit.

July – September

- Independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Advisory Committee.

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Amended: September 11, 2023

October-December

- Independent auditor submits to the Audit Advisory Committee the annual audit, Federal Form 990-Return of Organization Exempt from Income Tax and Form 199- California Exempt Organization Annual Information Tax Return for review.
- The Audit Advisory Committee reviews copy of audit and tax forms. The auditor, in conjunction with the CEO and CFO, address any audit exceptions or adverse findings.
- The audit and tax forms shall be completed, reviewed initially by the Audit Advisory Committee, reviewed by the Finance Advisory Committee and then by the MWA Board, which votes to accept the materials based upon the recommendation of the Audit Advisory Committee. Copies of each annual audit shall be submitted prior to December 15th each year to the CCCBOE (charter-granting agency), the Contra Costa County Office of Education, the Office of the State Controller, and the California Department of Education.

Not less than 120 days after expiration of an existing independent auditor engagement agreement, and in coordination with the Audit Advisory Committee, the CFO shall solicit proposals for an annual audit and develop a recommendation to the MWA Board for selection of an independent auditor, which must approve the engagement of the independent auditor.

C. Required Budget and Other Fiscal Reports

The CFO or designee will produce and submit to the CCCBOE any and all required fiscal reports as may be required by State or federal law, or mandated by the terms of MWA's charter. These include, but may not be limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

D. Insurance

The CFO shall ensure that at all times MWA maintains the following insurance coverage:

- o Appropriate property (equipment only) insurance, with such insurance to include

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business interruption and casualty coverage and fire and other hazards, with replacement cost coverage for all equipment listed in MWA's Equipment Inventory and consumables.¹

o Liability insurance, with such insurance to include premises and MWA Board errors and omissions liability on a "claims made" form with a self-insured retention of no more than \$50,000 per occurrence and a limit of no less than \$25,000,000 per occurrence except that a limit of no less than \$1 million annual aggregate coverage shall be obtained for MWA Board miscellaneous liability insurance.

o Crimes insurance, with such insurance to cover all Academy staff members for money and securities (\$500,000 per occurrence), forgery or alteration (\$500,000 per occurrence) and employee dishonesty (\$1,000,000 per occurrence).

¹ Making Waves Foundation, Inc. is the owner of 4123/4133 Lakeside Drive, Richmond, CA buildings and maintains property insurance on the buildings at this location.

E. MWA Board Compensation

MWA Board members shall serve without compensation but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attend Board meetings and meetings of Board committees need not be approved in advance by the Board of Directors. All other expenses shall be approved in advance. Travel expenses reimbursed shall not exceed levels that would be subject to federal or State income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

F. Fundraising, Grant Solicitation, and Donation Recognition

The CEO will be advised by the Chief Advancement Officer of Making Waves Foundation ("MWF") of fundraising or grant solicitation activities on behalf of MWA. The CEO or designee shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the State or federal government.

G. Notification Responsibilities

Board Policy 10: Fiscal Policy

Adopted: April 23, 2008

Amended: December 8, 2010

Amended: March 4, 2013

Amended: April 3, 2014

Amended: September 5, 2019

Amended: June 17, 2021

Amended: September 11, 2023

The CEO or CFO shall notify both the Finance Advisory Committee and the Audit Advisory Committee of any material liabilities that are discovered or significant changes in the proposed treatment of any assets or liabilities from those reflected in prior year financial statements.

Appendix A: Board-Approved Bank Signers

Bank Name	Account No.	Purpose of the Account	Signer Name	Signer Title
Chase Bank	229513798	Fund Raising	Alicia M. Klein Alton B. Nelson, Jr. Wallace Wei Hung T. Mai	Board Chair CEO CFO Dir. of Finance
Chase Bank	229513822	Cash Deposit	Alicia M. Klein Alton B. Nelson, Jr. Wallace Wei Hung T. Mai	Board Chair CEO CFO Dir. of Finance
Bridge Bank	8760522535 8971495882	Operation and Payroll	Alicia M. Klein Alton B. Nelson, Jr. Wallace Wei Hung T. Mai	Board Chair CEO CFO Dir. of Finance

CAPITAL EXPENDITURES

Definition

1. Capital

The term capital shall mean equipment with a useful life of more than one year and valued at five thousand dollars (\$5,000) or more, including actual or estimated tax, shipping and handling, and land, buildings, and improvements, other than buildings valued at five thousand dollars (\$5,000) or more **except food equipment of five hundred dollars (\$500) or more**. All items over five thousand dollars (\$5,000) or **food equipment over five hundred dollars (\$500)** with a useful life of more than one year shall be capitalized and inventoried.

2. Equipment Classified as Capital

In addition, in order to maintain property control, the following are recorded and tracked the same as capital even though they may be less than five thousand dollars (\$5,000) or have a useful life of less than a year: (1) equipment purchased with grant funds or required by the terms of the grant to be tracked as capital; (2) furnishings for new spaces; (3) cameras; (4) musical instruments; and (5) television sets, DVD units. AV projectors, computer systems (PC, keyboard, monitor, printer and hard drives) will be maintained by the Information Technology Department.

3. Capital Improvements and Expenses

A guiding principle for distinguishing between a capital improvement and a repair and maintenance expenditure is that a capital improvement results in an improved asset. If an expenditure increases the utility or significantly extends the useful life of an asset, the expenditure should be capitalized. If an expenditure only maintains the original condition of the asset, the expenditure should be classified as an expense.

Budget: Capital Expenditures

Except in emergencies or for reasons of economy, the purchase of major pieces of equipment classified as capital shall be scheduled so that annual budgetary appropriations for capital purposes either will be of similar size or will show a continuous trend without severe fluctuations.

The Chief Financial Officer and/or Business Services designee, with the approval of the Chief Executive Officer, shall draft a capital improvements program that will project the Academy's needs for a six-year period. Individual capital projects shall be assigned priorities. The schedule shall be reviewed and updated annually. Copies shall be provided to the Academy's Board for review and approval.

Certain projects classified as capital improvements are under the purview of the landlord, Making Waves Foundation, which owns the Academy buildings. The cost of these projects may fall outside the 6-year budget projections.

CAPITALIZATION

I. Purpose

This accounting policy establishes the minimum cost (capitalization amount) that shall be used to determine the capital assets that are to be recorded in **Making Waves Academy's** annual financial statements (or books).

II. Capital Asset Definition

A "Capital Asset" is defined as a unit of property that: (1) has an economic useful life that extends beyond 12 months; and (2) was acquired or produced for a cost of \$25,000 or more. Capital Assets must be capitalized and depreciated for financial statement (or bookkeeping) purposes.

III. Capitalization Thresholds

Making Waves Academy establishes \$25,000 as the threshold amount for minimum capitalization. Any items costing below this amount should be expensed in **Making Waves Academy's** financial statements (or books).

IV. Capitalization method and procedure

All Capital Assets are recorded at historical cost as of the date acquired.

Tangible assets costing below the aforementioned threshold amount are recorded as an expense for **Making Waves Academy's** annual financial statements. Alternatively, assets with an economic useful life of 12 months or less are required to be expensed for financial statement purposes, regardless of the acquisition or production cost.

V. Recordkeeping

Invoice substantiating an acquisition cost of each unit of property shall be retained in accordance with the Record Retention Policy.

GIFT ACCEPTANCE POLICY

of

MAKING WAVES ACADEMY

1. Policy and Purposes

This Policy represents the policy of Making Waves Academy (“MWA”) governing the solicitation and acceptance of gifts by MWA. The MWA Board of Directors (the “Board”) and MWA staff and in-kind MWF staff solicit current and deferred gifts from individuals, corporations, foundations and others for purposes that will further and fulfill MWA’s mission. Purposes of this Policy include: (a) guidance for the Board, officers, staff and other constituencies with respect to their responsibilities concerning gifts to MWA; and (b) guidance to prospective donors and their professional advisors when making gifts to MWA. The provisions of this Policy shall apply to all gifts received by MWA.

Notwithstanding the foregoing, MWA reserves the right to revise or revoke this Policy at any time, and to make exceptions to the Policy.

The mission of MWA is to rigorously and holistically prepare students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

2. General Policy

MWA shall not accept gifts that:

- Violate the terms of MWA’s organizational documents;
- Would jeopardize MWA’s status as an exempt organization under federal or state law;
- Are too difficult or expensive to administer;
- Are for purposes that do not further MWA’s objectives; or
- Could damage the reputation of MWA.
- Originate from an entity whose primary business is the manufacture or sale of firearms as defined in 18 U.S. Code §921 or tobacco products or alcoholic beverages or marijuana.”.

Subject to Section 3. below, all final decisions on the acceptance or refusal of a gift, shall be made by the Making Waves Academy Board.

3. Policy Regarding Specific Types of Gifts

A. Gifts Generally Accepted Without Review (Unrestricted Gifts of Cash).

MWA will accept unrestricted gifts of cash without prior review by the Board, provided that, for donations of \$500,000 or more from other than current or former Board members or prior donors, the identity of the donor has been vetted with respect to any reputational or policy issues. Unrestricted gifts of cash are acceptable in any form. Checks shall be made payable to MWA.

B. Gifts Subject to Governing Body Review Prior to Acceptance.

All gifts, other than unrestricted gifts of cash or publicly traded securities, or gift opportunities previously published (restricted gifts) must be reviewed by the CEO and Board President, prior to acceptance, unless the Board authorizes certain de minimis gifts or categories of gifts to be accepted without its review. The following guidelines also apply:

(1) Tangible Personal Property:

The Board shall review and decide whether to accept gifts of tangible personal property valued in excess of \$20,000 by considering the following factors:

- i. Whether the property furthers the mission of MWA;
- ii. The marketability of the property;
- iii. The restrictions on the use, display, or sale of the property; and
- iv. Carrying costs and possible liability for the property.

(2) Marketable Securities:

- i. Unrestricted marketable securities may be transferred to an account maintained by MWA at one or more brokerage firms or delivered physically with the transferor's signature or stock power attached. All marketable securities shall normally be sold as soon as practical following receipt.
- ii. If the marketable securities are restricted by applicable securities laws, the Board shall make the final determination on the acceptance of the restricted securities.

(3) Closely-Held Securities:

Closely-held securities, including debt and equity positions in non-publicly traded companies, interests in LLPs and LLCs, or other ownership forms, can be accepted subject to the approval of the Board. The Board shall review and decide whether to accept closely held securities based on the following factors:

- i. Restrictions on the security that would prevent MWA from ultimately converting the securities to cash;
- ii. The marketability of the securities; and

iii. Any undesirable consequences for MWA from accepting the securities.

If potential problems arise on initial review of the security, further review and recommendation by an outside professional may be sought before making a final decision on acceptance of the gift. The final determination on the acceptance of closely held securities shall be made by the Board with advice of legal counsel when deemed necessary. Non-marketable securities shall be sold as quickly as possible.

(4) Bequests:

Donors may make bequests to MWA under their wills and trusts. A bequest will not be recorded as a gift until the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the gift will be recorded in accordance with GAAP.

(5) Charitable Remainder Trusts:

MWA may accept designations as remainder beneficiary of a charitable remainder trust. MWA shall not accept appointment as trustee of a charitable remainder trust.

(6) Charitable Lead Trusts:

MWA may accept designations as income beneficiary of a charitable lead trust. MWA shall not accept an appointment as trustee of a charitable lead trust.

(7) Retirement Plan Beneficiary Designations:

MWA may accept designations as beneficiary of donors' retirement plans. Designations will not be recorded as gifts until the gift is irrevocable. When the gift is irrevocable, the gift will be recorded in accordance with GAAP.

(8) Life Insurance:

MWA may accept designations as beneficiary and owner of a life insurance policy. The life insurance policy will be recorded as a gift once MWA is named as both beneficiary and irrevocable owner of a life insurance policy. The gift shall be valued in accordance with GAAP rules. If the donor contributes future premium payments, MWA will include the entire amount of the additional premium payment as a gift in the year that it is made. If the donor does not elect to continue to make gifts to cover premium payments on the life insurance policy, MWA may:

- i. Continue to pay the premiums;
- ii. Convert the policy to paid up insurance, or
- iii. Surrender the policy for its current cash value.

Donors may name MWA as beneficiary or contingent beneficiary of their life insurance policies. Designations will not be recorded as gifts until the gift is irrevocable. Where the gift is irrevocable, the gift shall be recorded in accordance with GAAP.

(9) Real Estate:

Gifts of real estate may include developed property, undeveloped property, or gifts subject to a prior life interest.

Environmental Review. Prior to acceptance of real estate, MWA shall require an initial environmental review of the property to ensure that the property has no environmental problem. If the initial inspection reveals a potential problem, MWA shall retain a qualified inspection firm to conduct an environmental audit. The cost of the environmental audit shall be an expense of the potential donor.

Title Binder. A title binder shall be obtained by MWA prior to the acceptance of the real property gift when appropriate. The cost of this title binder shall be an expense of the potential donor.

Factors for Acceptance. The Board shall review and decide whether to accept real property based on the following factors:

- i. Whether the property is useful for the purposes of MWA;
- ii. The marketability of the property;
- iii. Any encumbrances, leases, restrictions, reservations, easements, or other limitations associated with the property;
- iv. Any carrying costs associated with the property, including insurance, property taxes, mortgages, notes or other costs;
- v. Any concerns which the environmental audit revealed.

(10) Remainder Interests in Property:

The Board of MWA will accept a remainder interest in a personal residence, farm, or vacation property subject to the provisions of this Section 3. The donor or other occupants may continue to occupy the real property for the duration of the stated life. At the death of the life tenant(s), MWA may use the property or reduce it to cash. Expenses for maintenance, real estate taxes, and any property indebtedness shall be paid by the donor or primary beneficiary.

(11) Restricted Gifts:

A gift with restrictions will be accepted only if and when the restrictions are approved by the Board of MWA or the acceptance of a series of named restricted gift opportunities has been previously submitted and accepted by the Board.

(12) Named Funds – Reserved

4. Additional Provisions

A. Gift Agreements.

Where appropriate, MWA shall enter into a written and signed gift agreement with the donor, specifying the terms of any restricted gift, which may include provisions regarding donor recognition for any gifts in the amount of \$100,000 or more. If the restricted gift is less than \$100,000, an email exchange between the donor and a representative staff person or Board member confirming the gift intention and its use will suffice.

B. Pledge Agreements.

Acceptance by MWA of pledges by donors of future support of MWA (including by way of matching gift commitments) shall be contingent upon the execution and fulfillment of a written and signed charitable pledge agreement specifying the terms of the pledge, which may include provisions regarding donor recognition.

C. Fees.

MWA will not accept a gift unless the donor is responsible for (1) the fees of independent legal counsel retained by donor for completing the gift; (2) appraisal fees; (3) environmental audits and title binders (in the case of real property); and (4) all other third-party fees associated with the transfer of the gift to MWA.

D. Valuation of Gifts.

MWA shall record gifts received at their valuation on the date of gift, except that, when a gift is irrevocable, but is not due until a future date, the gift may be recorded at the time the gift becomes irrevocable in accordance with GAAP.

E. IRS Filings upon Sale of Gifts.

To the extent applicable, the Board shall file IRS Form 8282 upon the sale or disposition of any charitable deduction property sold within three (3) years of receipt by MWA. "Charitable deduction property" means any donated property (other than money and publicly traded securities) if the value claimed by the donor exceeds \$5,000 per item or group of similar items donated by the donor to one or more donee organizations (e.g., the property listed in Section B on Form 8283). MWA shall file this form within 125 days of the date of sale or disposition of the asset.

F. Written Acknowledgement.

MWA shall provide written acknowledgement of all gifts made to MWA and comply with the current IRS requirements in acknowledgement of the gifts.

G. Changes to or Deviations from the Policy.

This Policy has been reviewed and accepted by MWA's Board, which has the sole power to change this Policy. In addition, the Board must approve in writing any deviations from this Policy.

H. Donor Recognition.

MWA does not grant naming rights on any physical structure that is leased by or owned by Making Waves Foundation. The criteria for naming rights recognition of donors for gifts for MWA programmatic support must be reviewed and approved by the MWA board prior to acceptance of the gift and will be accepted only if the donor acknowledges in writing that should the program ceases to exist, no refund or permanent recognition will be provided.

PARENT/GUARDIAN CODE OF CONDUCT

1. Policy and Purposes

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

2. General Operating Principles

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

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

3. Prohibited Behaviors

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

- Abusive, threatening, discriminatory, racist, profane, or harassing communication, either in person, by email, by text/voicemail/phone, or other written or verbal communication.
- Disruptive behavior that interferes or threatens to interfere with MWA operations, including the effective operation of a classroom, meeting spaces, school events, an

employee's office or duty station, a campus lobby, or school grounds, including sporting events, parking lots, and car-pickup.

- Threatening to do bodily harm to an MWA employee, visitor, volunteer, fellow parent/guardian, or student.
- Threatening to damage the property of an MWA employee, visitor, volunteer, fellow parent/guardian, or student.
- Damage or destruction of MWA property.
- Excessive unscheduled campus visits, emails, text/voicemail/phone messages or other written or oral communication that impede MWA employees from properly serving students or operating the campus. School staff and administration may not always be immediately available to speak with parents/guardians. The only way to ensure that an MWA staff member or administrator is available is to schedule an appointment. Staff and administrators have a practice of attempting to return all phone calls/emails within 2-3 school days with great success. Calls and visits will be responded to consistent with this practice if someone is not immediately available.
 - Any concerns regarding these matters must be made through the appropriate channels so they can be dealt with fairly, appropriately, and effectively for all.
 - Parents are discouraged from raising complaints through social media, including but not limited to: websites, blogs, wikis, social networking sites such as Google+, Facebook, Instagram, Snapchat, LinkedIn, Twitter, Flickr, and YouTube because the School cannot track such complaints and therefore has no ability to ensure that they are responded to.
- Use of defamatory or offensive comments regarding the School or school staff made publicly to others.

4. Consequences

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

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

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

Possible legal consequences may include:

- Pursuant to the California Penal Code, if a parent/guardian does not leave after being asked or if the parent/guardian returns without following the posted requirements after being directed to leave, the parent/guardian will be guilty of a

misdemeanor, which is punishable by a fine of up to \$500.00 or imprisonment in the County jail for a period of up to six months or both.

- Under California Education Code section 44811, any parent/guardian whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than \$500.00 and no more than \$1,000.00 or by imprisonment in a County jail for no more than one year, or both, the fine and imprisonment.
- Disruptive conduct may lead to MWA's pursuit of a restraining order against a parent/guardian, which would prohibit the parent/guardian from coming onto Charter School grounds or attending school activities for any purpose for a period of up to three years.

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

Board Policy 15: Independent Study Policy

Approved: October 14, 2021

Revised:

INDEPENDENT STUDY POLICY

Making Waves Academy ("Charter School") may offer independent study to meet the short or long-term educational needs of pupils enrolled in the Charter School.. In the event that the Charter School needs to offer independent study under emergencies such as school closure caused by the pandemic, this is the policy that the Charter School will follow. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Charter School Board of Directors for implementation at Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 10 school days.
2. The Senior School Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete 50% or more assignments during any period of 10 schooldays.
 - b. In the event Student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

Board Policy 15: Independent Study Policy

Approved: October 14, 2021

Revised:

4. The Charter School has adopted tiered reengagement strategies for the following pupils:

- a. All pupils who are not generating attendance for more than three (3) school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
- b. Pupils found not participatory pursuant to Education Code Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span; or
- c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include, but are not necessarily limited to, all of the following:

- d. Verification of current contact information for each enrolled pupil.
- e. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
- f. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
- g. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.¹

5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction²:

- a. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Charter School will provide opportunity for daily "wellness checks" and progress monitoring with the supervising teacher or certificated staff, and weekly "office hours" for synchronous instruction with the supervising teacher.
- b. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Charter School will

¹ The tiered reengagement strategies shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year. The tiered reengagement strategies shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 46392 and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

² The plan for synchronous instruction and live interaction shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year. The plan for synchronous instruction and live interaction shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 46392 and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

Board Policy 15: Independent Study Policy

Approved: October 14, 2021

Revised:

provide opportunity for weekly “office hours” for synchronous instruction with the supervising teacher.

6. The following plan shall be utilized to transition pupils³ whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: Families who wish to return to in-person instruction from independent may contact the Senior School Director or designee, who shall convene a meeting with parent and student to facilitate transition.
7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil’s assignments, for reporting the pupil’s academic progress, and for communicating with a pupil’s parent or guardian regarding a pupil’s academic progress.
 - b. The objectives and methods of study for the pupil’s work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil’s assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil’s participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil’s individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be

³ The plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year. The plan to transition pupils whose families wish to return to in-person instruction shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 46392 and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

Board Policy 15: Independent Study Policy

Approved: October 14, 2021

Revised:

required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- i. Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
 - For the 2021–22 school year only, the Charter School shall obtain a signed written agreement for an independent study program of any length of time no later than 30 days after the first day of instruction in an independent study program or October 15, whichever date comes later.
8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The Senior School Director may establish regulations to implement these policies in accordance with the law.



MWA Board of Directors' Code of Ethics and Commitment Form

MWA 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.

Role of Governance

Governance plays an important role in contributing to the overall success of the school and insuring that the goals and mission of Making Waves Academy are met. To this end, it is important that Board Members adhere to the expectations presented below. Board Members are expected to review and sign the Commitment Form annually for the duration of their membership on the Board.

- Board Members will be team players and consider what is best for the school through the lens and framework of achieving the mission and its intended impact.
- Board Members will model appropriate and professional communication and behavior for MWA administration, faculty, and staff.
- Board Members make Making Waves Academy one of their top philanthropic priorities for their length of service on the Board.
- Board Members make an annual financial contribution to MWA based on their individual capacity to give.
- Board members are willing to serve on a Board Committee based on their expertise and availability to participate.
- Board Members attend at least one MWA event over the course of a school year.
- Board Members attend all Board Meetings and communicate directly to the Board Chair if they cannot attend.

Board Member: _____

Date: _____

Signature: _____

Conflict of Interest Disclosure Statement

This Conflict of Interest Disclosure Statement is intended to help the charter school's officers and members of the Board of Directors ensure that they are not compromising their ability to act in the charter school's best interest by placing themselves in a position of an actual or potential conflict of interest. Please initial following Item A or Item B, whichever is appropriate, and provide a detailed explanation if you answered Item B (attach additional sheets if necessary). Please review the Conflicts of Interest Policy when completing these items.

Item A: I am not aware of any relationship or interest or situation involving myself or my immediate family or any entity with which I am affiliated that might result in a conflict of interest between me and the charter school.

Initial Here: _____

Item B: There may be relationships or interests or situations involving myself or my immediate family or any entity with which I am affiliated that either currently or is likely to result in a conflict of interest between me and the charter school.

Initial Here: _____

Immediate family is an individual's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law.

Item C: I am a board member, a committee member, an officer or an employee of the following organization(s) which may present a real or potential conflict:

I have read and understand the charter school's conflicts of interest policy and agree to be bound by it. I will promptly inform the Board of Directors of any material change that develops in the information contained in the foregoing statement.

Typed/Printed Name

4933-8192-3616, v. 1

Signature

Date

Coversheet

Instruction Partners Service Agreement for 2025-26

Section: IV. Action Items

Item: C. Instruction Partners Service Agreement for 2025-26

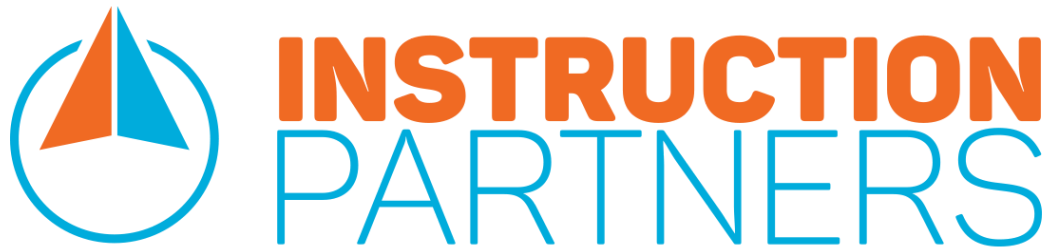
Purpose: Vote

Submitted by:

Related Material:

SY2526_Making Waves Academy_CSR Partner Services Agreement_Rev.04172025 (5) (1).pdf

Copy of MWA_IP SY 25-26 Proposal (1).pdf



Instruction Partners Partner Services Agreement

Making Waves Academy

2025-2026



Instruction Partners Partner Services Agreement

A. The Parties.

1. Instruction Partners ("Instruction Partners")
2. Making Waves Academy ("Partner")

B. Term.

1. The agreement will begin on July 1, 2025, and terminate automatically on June 30, 2026.

C. Purpose.

1. Core Service support at Making Waves Academy.

D. Services.

During the term of the Agreement, Instruction Partners will provide the following services:

1. Partnership Launch
 - a. One (1) virtual comprehensive partnership launch meetings *(up to 90 minutes each)*
2. Instructional Leadership Summit
 - a. One (1) virtual meeting *(4 hours)*
3. Observation, Planning, and Capacity Building
 - a. Visit 1: 3 consecutive onsite days
 - b. Visit 2: 3 consecutive onsite days
(3 days per content area)
 - c. Visit 3: 3 consecutive onsite days
4. Improvement Team Meetings
 - a. Three (3) virtual meetings *(90 minutes each)*
5. Content Team Meetings
 - a. Eight (8) virtual sessions *(up to two (2) hours each 4 per content area)*
6. Coaching Meetings
 - a. **System Leader:** 7 virtual meetings *(up to one hour each)*
 - b. **Division Director Coaching** *(2 people):* 10 virtual meetings *(up to one hour each)*
 - c. **Instructional Coach Coaching - Math** *(2 people):* 10 virtual meetings *(up to one hour each)*
 - d. **PLC Facilitator Coaching - Math** *(1-2 people):* 5 virtual meetings *(up to one hour each)*
 - e. **Instructional Coach Coaching - ELA** *(2 people):* 10 virtual meetings *(up to one hour each)*
 - f. **PLC Facilitator Coaching - ELA** *(1-2 people):* 5 virtual meetings *(up to one hour each)*
7. EOY Stepback
 - a. One (1) virtual session *(two hours)*



E. Financial Arrangements.

1. Compensation Due: \$158,721.00 for the above deliverables.
2. Payment Schedule: Payable within thirty (30) days after submission of an invoice by Instruction Partners.
3. Instruction Partners will submit an invoice for the Services upon the following schedule:

Date	Amount
July 1, 2025	\$39,680.25
October 1, 2025	\$39,680.25
January 1, 2026	\$39,680.25
April 1, 2026	\$39,680.25

F. General Terms and Conditions.

1. The general terms and conditions applicable to this Agreement are attached as Annex A and are incorporated by reference.

G. Contact Information.

Instruction Partners

Program Contact

Kelcey Grogan
Project Director, Core Service ReDesign
kelcey.grogan@instructionpartners.org
570.357.3802

Financial Contact

Suzette Johnson
Director of Accounting
Instruction Partners
PO Box 68461
Nashville, TN 37206
suzette.johnson@instructionpartners.org

Making Waves Academy

Program Contact

Program Contact

Justin Testerman
Executive Director, Autonomous Partnerships
justin.testerman@instructionpartners.org
615.310.6525

Contracting Contact

Winnie Delcin
Engagement Coordinator
winny.delcin@instructionpartners.org
786.368.5649

Billing Contact



H. Signatures.

Instruction Partners

Making Waves Academy

Authorized Signature

Authorized Signature

Justin Testerman

Executive Director, Autonomous Partnerships

justin.testerman@instructionpartners.org

**Annex A**

General Terms and Conditions

I. Cancellation and Rescheduling of Services.

The Partner must provide Instruction Partners at least 14 days written notice of any proposed cancellation or rescheduling of an in-person service and 48 hours written notice of any proposed cancellation or rescheduling of a virtual service. In the event the Partner cancels or requests rescheduling of any service with less than 14 days written notice for an in-person service or 48 hours for a virtual service, the Partner will be responsible for the cost of any non-refundable travel expenses that Instruction Partners has incurred and, in Instruction Partners' discretion, the Partner may forfeit the scheduled service, without reimbursement to the Partner.

If a service is canceled due to weather, school-level emergencies, or public health concerns, Instruction Partners will exercise commercially reasonable efforts to reschedule or provide equivalent services by the end of the Term.

If, other than due to weather or the Partner, Instruction Partners needs to cancel or reschedule a service, Instruction Partners will reschedule the service with the Partner or provide equivalent services by the end of the Term.

II. Intellectual Property.

Instruction Partners exclusively owns all intellectual property relating to, created by, or arising as a result of, the services provided by Instruction Partners, including, without limitation, all "aggregate data". For these purposes, "aggregate data" means all information and data derived from the provision of the services and the use and application by the Partner of the services which is not specific to an individual, does not identify a specific individual, and cannot reasonably be used to identify an individual. Without limiting the generality of the foregoing, Instruction Partners may use "aggregate data" for (i) conducting analysis, (ii) publishing and/or publicizing results, and (ii) developing service improvements and modifications. Nothing in this Agreement grants the Partner, without the prior written consent of Instruction Partners, any rights to use any trademarks, trade names, or logos owned or used by Instruction Partners.

III. Termination.

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing at least 14 days prior written notice to the other party.

Upon termination for any reason, the Partner shall compensate Instruction Partners for the value of all unpaid services that have been performed (based on a reasonable pro ration methodology) and any reimbursable expenses properly incurred and documented by Instruction Partners prior to the effective date of termination. Instruction Partners shall submit a final invoice to the Partner within 30 days after the termination date.

IV. Certain Agreements.

Instruction Partners agrees that in providing the services, it shall comply in all material respects with all applicable laws. The Partner agrees that it will take all actions reasonably necessary to permit Instruction Partners to provide the services as contemplated. While Instruction Partners will use its reasonable, good faith



efforts in providing the services, the Partner recognizes that Instruction Partners is a non-profit enterprise, and so is not making any representations or warranties, express or implied, with respect to the services, and such services are provided on an “as is” basis. In no event will Instruction Partners have any liability or obligation as a result of this Agreement or the services in excess of the compensation actually received by Instruction Partners from the Partner.

V. Confidentiality.

The parties acknowledge that under this Agreement, each party will likely receive or be privy to non-public, confidential information regarding the other party and the other party’s employees, officers, directors, and other relationships. The parties agree that, except to the extent compelled by law, they will not disclose publicly or to any third party any confidential information of the other party without the prior written consent of the applicable other party. Notwithstanding the foregoing, (i) some, or all, of the materials, documents, and correspondence that the Partner creates, develops, produces, or shares with Instruction Partners may be subject to public records act requests, inspection, and copying, and the Partner, therefore, acknowledges that Instruction Partners cannot guarantee the anonymity of the Partner’s officials or employees as it relates to public records and (ii) Instruction Partners may, without the prior consent of the Partner, use the name and logo of the Partner in press releases, publicity materials, and marketing materials, but only to the extent necessary to identify the Partner as a current or prior user of Instruction Partners services.

VI. Subcontracting.

Instruction Partners may use subcontractors to perform the services required hereunder without the prior written consent of the Partner.

VII. No Employee Hiring or Solicitation.

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own organizations.

VIII. Amendments.

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing by both parties.

IX. Access to Curricula

The Partner agrees to provide Instruction Partners with access to all digital curricula platforms used by the Partner for the duration of the contract. The Partner will provide the list of curricula used as soon as possible (during discussion of contract), and will provide the access to materials no later than 30 days after signing. Both parties agree to maintain the confidentiality of the curricula and related materials, and will not share or disclose them to third parties.

Making Waves + Instruction Partners

SY 25 - 26 Proposal for Continued Partnership





Overview of Instruction Partners' Approach

Adopt HQIM

Build:

- Is it set up well?
- Is it happening consistently?
- Is it aligned to our instructional priorities?

Build Collaborative Planning

Build Coaching

Strengthen:

How can we improve the impact?

Strengthen Collaborative Planning

Strengthen Coaching

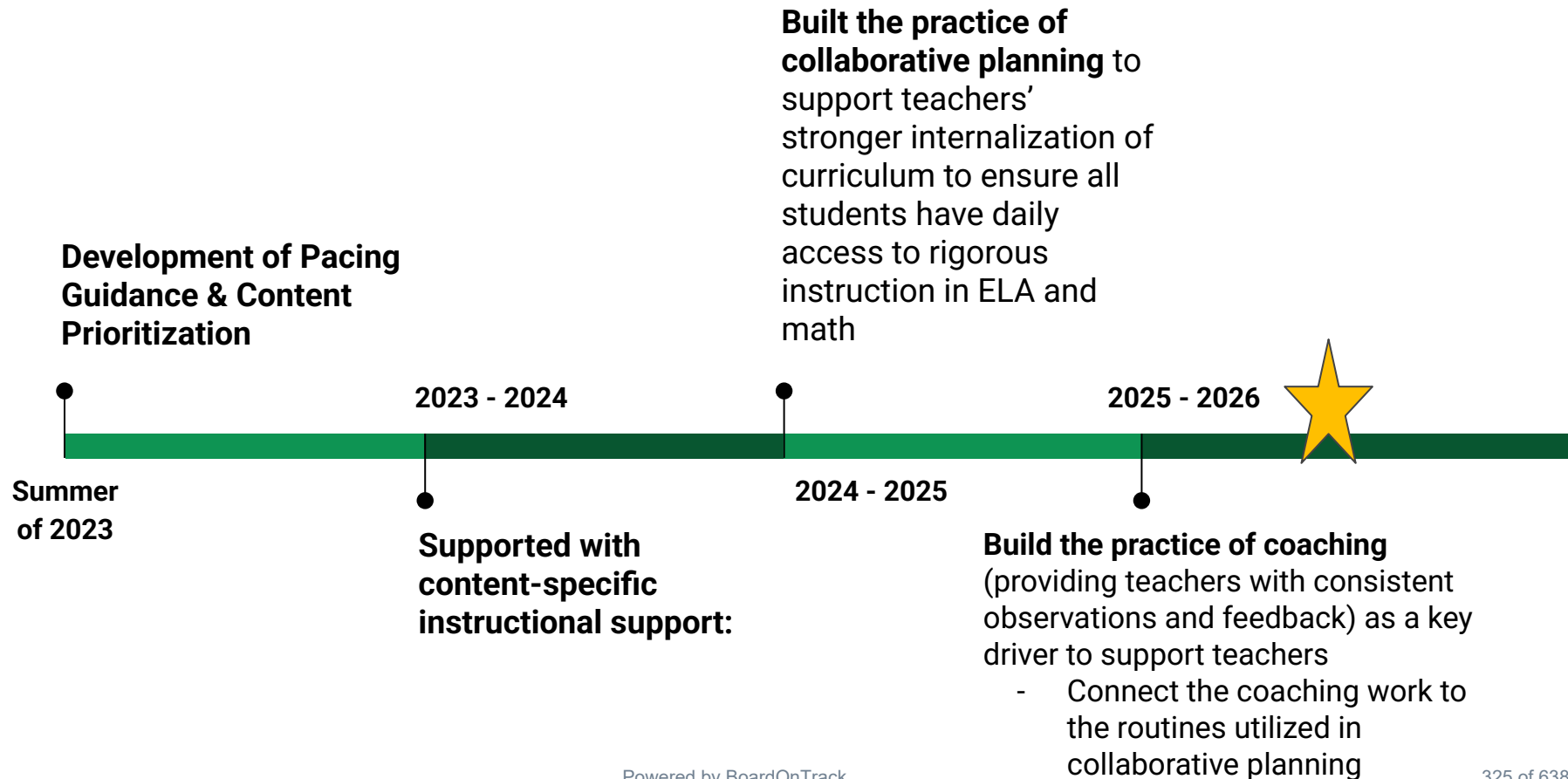
Sustain:

Do we have high-impact structures for sustained implementation and continuous improvement?

Sustain Instructional Leadership Practices



History of Partnership





Overview of Partnership for 24-25 School Year

Our work this year has been focused on building the practice of collaborative planning as a key driver to support teachers' stronger internalization of curriculum to ensure all students have daily access to rigorous instruction in ELA and math.

- Started with a focus on diagnosing and building up the conditions to ensure that we build sustainable routines to support collaborative planning efforts.
- Identified an instructional focus area that we would target this year.
 - In Math- alignment to the aspect of rigor and asking aligned Checks for Understanding (CFUs)
 - In ELA- centering the text by using aligned questions and tasks
- Deepened our understanding of the protocol and built capacity around knowledge of the curriculum (Math - Carnegie & IM/Open Up; ELA - Springboard & Fishtank), our content specific instructional focus area, and facilitation moves that support the impact of collaborative planning.
- Closely monitored the impact of collaborative planning by observing the consistency, facilitation, and impact on instruction

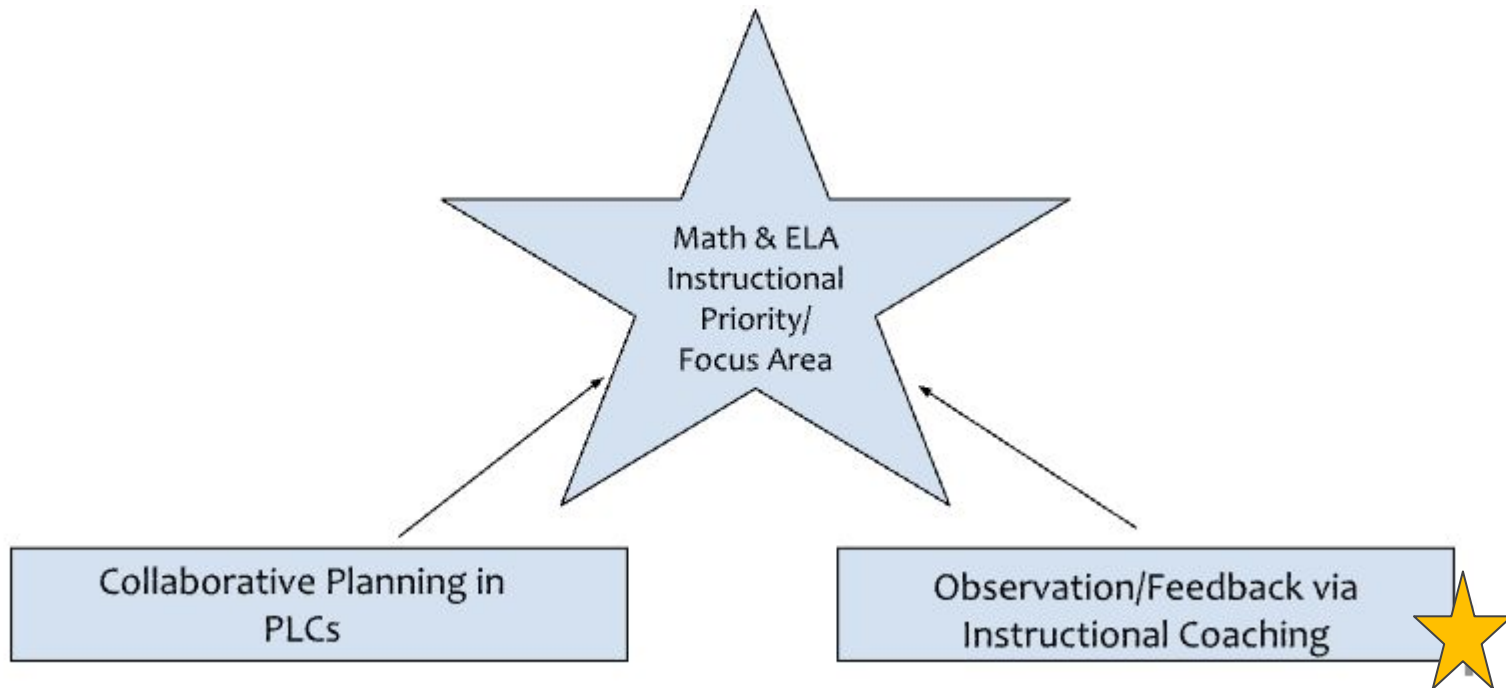


Key Results

- **Teachers** have time held for collaborative planning and attendance is consistent.
 - Via survey (*shown on next slide*), teachers have shared that collaborative planning is an important and useful part of their planning process. They value the collaborative space and the curriculum aligned protocols.
 - Their perception of collaborative planning has improved tremendously since we implemented it this year.
- **Facilitators (content leaders)** have developed a common, curriculum-aligned protocol, have received ongoing training, and have committed to continuous improvement of their facilitation.
 - Facilitators have also improved their effectiveness through the strategic and intentional coaching with content specialists
- **The principal and assistant principal, alongside content leaders and coaches,** have observed collaborative planning to support change management, monitor the vision, and to provide individual feedback to facilitators.
- **We have seen movement in our instructional focus area and teachers have begun to demonstrate growth in their teaching practices as evidenced by growth in IPG scores.**



Next Year's Proposed Partners Focus





Next Year's Proposed Focus: Build & Strengthen Coaching in Connection with Collaborating Planning/PLCS

What it Would Look to Support Coaching:

- Build the practice of coaching (providing teachers with consistent observations and feedback) as a key driver to support teachers' stronger internalization of curriculum (Carnegie/IM & Springboard/Fishtank) to ensure all students have daily access to rigorous ELA and math instruction.
- Connect the coaching work to the routines utilized in collaborative planning
- Continue to encourage the shared focus of the instructional priorities across PLCs and observations/feedback
- The work will focus on establishing conditions, enhancing coach capacity to observe on normed look-fors, identify and craft bite-sized action steps, provide targeted and actionable feedback through coaching, and setting up all leaders to analyze data to continuously improve the practice of coaching.

Coversheet

Making Waves Education Foundation 2025-26 School Lease Agreement

Section: IV. Action Items
Item: D. Making Waves Education Foundation 2025-26 School Lease Agreement
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Making Waves Foundation School Rental Agreement FY2026.docx.pdf

BACKGROUND:

Review of the facilities lease between Making Waves Academy (tenant) and the Making Waves Education Foundation (landlord) for the 2025-26 fiscal year.

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

Fiscal Impact: \$1,932,880

RECOMMENDATION:

We recommend the MWA Board review and approve the 2025-26 lease agreement.

LEASE

(MWA Middle School and Upper School)

This Lease supersedes and replaces Prior Lease Agreement by and between the Landlord and Tenant. Said Prior Lease is null and void as of the date of this Lease agreement and is replaced entirely with this Lease.

Basic Lease Information

Revision Lease Date:	April 28, 2025
Landlord:	Making Waves Foundation, Inc.
Tenant:	Making Waves Academy
Buildings (section I.I):	MS-1 - 4285 Lakeside Drive, Richmond, CA 94806 MS-2 - 4175 Lakeside Drive, Richmond, CA 94806 MS-Gym - 4165 Lakeside Drive, Richmond, CA 94806 US-1 - 4123 Lakeside Drive, Richmond, CA 94806 US-2 - 4131 Lakeside Drive, Richmond, CA 94806 US-3 - 4145 Lakeside Drive, Richmond, CA 94806 US-4 - 4155 Lakeside Drive, Richmond, CA 94806 US-Gym – 4075 Lakeside Drive, Richmond, CA 94806
Campus	The Building and the land surrounding the Building and outlined on Exhibit A.
Premises (section I.I):	100% of the space within the Building
Lease Term (section 2.1):	The period commencing on the Commencement Date and ending on the Expiration Date (as such terms are defined below).
Commencement Date (section 2.1):	July 1, 2025
Expiration Date (section 2.1):	June 30, 2026
Base Rent (section 3.l(a)): Total Monthly	\$161,073 per month
Annual Rent	\$1,932,880 Annual
Rent Payment Address (section 3.2):	Making Waves Foundation, Inc. 3045 Research Drive

	Richmond, CA 94806
Permitted Use (section 6. I):	Public Charter School
Deposit (section 27.1):	N/A
Tenant's Address (section 30.1):	At the Premises
Landlord's Address (section 30. I):	Making Waves Foundation, Inc. 3045 Research Drive Richmond, CA 94806

The foregoing Basic Lease Information is incorporated in and made a part of this Lease. If there is any conflict between the Basic Lease Information and any other part of this Lease, the former shall control.

<p>TENANT:</p> <p>Making Waves Academy, a California Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LANDLORD:</p> <p>Making Waves Foundation, Inc., a California Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A - Plan Outlining the Premises

LEASE

THIS LEASE, made as of the date specified in the Basic Lease Information by and between the landlord specified in the Basic Lease Information ("Landlord"), and the tenant specified in the Basic Lease Information ("Tenant"),

WITNESSETH: ARTICLE

I

Premises

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions set forth in this Lease the (the "Premises") shown Exhibit A attached hereto and described in the Basic Lease Information, which Premises are located in the building (the "Building") described in the Basic Lease Information. The Building is part of a larger campus for Making Waves Academy consisting of the MWA Middle School and the MWA Upper School (the "Campus"). As used in this Lease, the term "Campus" shall include the parcel or parcels of land on which the MWA Middle School and the MWA Upper School is located and all appurtenances thereto. The Premises shall include the appurtenant right to the use, subject to the reasonable rules and regulations as may be promulgated by Landlord from time to time, all portions of the Campus other than the Premises. Landlord reserves the right to close, make alterations or additions to, or change the size, configuration, use and location of elements of the Building and the Campus and their respective common areas. All of the windows and outside decks or terraces and walls of the Premises and any space in the Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance and repairs, are reserved to Landlord. Tenant shall not in any event be permitted to use the roof of the Building for any purpose without first obtaining the prior consent of Landlord; provided however, that the Landlord shall permit Tenant to sublease the roof the Premises for the installation of solar panels provided that all such solar panel work is performed in accordance with Article 8 and such installation does not materially adversely affect the operation of the Building or the functionality of the roof.

1.2 For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a person certified pursuant to Section 4459.2 of the California Government Code (a Certified Access Specialist). Tenant hereby waives any and all rights it otherwise might now or hereafter have under Section 1938 of the California Civil Code. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind arising out of this Lease and there are and shall be no warranties that extend beyond the warranties, if any, expressly set forth in this Lease.

1.3 Tenant shall use such parking spaces solely for parking automobiles of Tenant's officers, students, families, visitors and employees. Tenant shall comply with all Rules and Regulations and all laws now or hereafter in effect relating to the use of parking spaces. Without limiting the foregoing, in no event shall this Lease be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage, nor shall there be any abatement of rent hereunder, by reason of any reduction in Tenant's parking rights hereunder by reason of strikes, lock-outs, labor disputes, shortages of material or labor, fire, flood or other casualty, acts of God or any other cause beyond the control of Landlord.

1.4 Tenant acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "Energy Disclosure Requirements"). Tenant acknowledges prior receipt of the Data Verification Checklist, as defined in the Energy Disclosure Requirements, and agrees that Landlord has timely complied in full with Landlord's obligations under the Energy Disclosure Requirements. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of the Data Verification Checklist, (ii) the Data Verification Checklist is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Landlord shall have no liability to Tenant for any errors or omissions in the Data Verification Checklist. If and to the extent not prohibited by applicable law, Tenant hereby waives any right it may have to receive the Data Verification Checklist, including, without limitation, any right Tenant may have to terminate this Lease as a result of Landlord's failure to disclose such information. Further, Tenant hereby releases Landlord from any liability Landlord may have to Tenant relating to the Energy Data Verification Checklist, including, without limitation, any liability arising as a result of Landlord's failure to disclose any matter requiring disclosure under the Energy Disclosure Requirements to Tenant prior to the execution of this Lease. Tenant's acceptance of the Premises pursuant to the terms of this Lease shall be deemed to include Tenant's approval of the energy performance of the Building and the Data Verification Checklist.

ARTICLE 2

Term

2.1 The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease shall be the term specified in the Basic Lease Information (the "Lease Term"), which shall commence on the commencement date specified in the Basic Lease Information (the "Commencement Date") and, unless extended or sooner terminated as hereinafter provided, shall end on the expiration date specified in the Basic Lease Information (the "Expiration Date").

ARTICLE 3

Rent

3.1 Tenant shall pay to Landlord the following amounts as rent for the Premises:

(a) Commencing on the Rent Commencement Date and continuing thereafter during the Lease Term, Tenant shall pay to Landlord, as monthly rent, the base rent specified in the Basic Lease Information (the "Base Rent").

(b) Throughout the Lease Term, Tenant shall pay, as additional rent, all other amounts of money and charges required to be paid by Tenant under this Lease, whether or not such amounts of money and charges are otherwise designated "additional rent." As used in this Lease, "rent" shall mean and include all Base Rent, all additional rent and all other amounts payable by Tenant in accordance with this Lease.

3.2 Tenant shall pay all monthly rent to Landlord, in advance, on or before the first day of each and every calendar month during the Lease Term, without notice, demand, deduction or offset, in lawful money of the United States of America. Landlord instructs Tenant to pay all such monthly rent to the address specified therefor in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate in writing. Landlord shall have the right to apply

payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord may elect.

ARTICLE 4

Taxes

4.1 Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the Premises, if any, and all personal property taxes with respect to Landlord's personal property, if any, on the Premises.

4.2 Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Premises.

ARTICLE 5

Intentionally Deleted

ARTICLE 6

Use; Environmental Matters

6.1 Tenant shall use the Premises only for the purposes described in the Basic Lease Information for Tenant's business and no other purpose whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant at all times shall conduct its business in the Premises in a first class and reputable manner and shall be responsible for causing the conduct of Tenant's employees, faculty and students in the Building and around the Campus at all times to comply with the same. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, ordinance, rule, regulation or order now in force or which may hereafter be enacted, or which is prohibited by any property insurance policy carried by Landlord for the Campus, or will in any way increase the existing rate of, or cause a cancellation of, or affect any property or other insurance for the Campus or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in, on or about the Premises which will in any way obstruct or interfere with the rights of Landlord. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable activity, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall not bring into the Building any furniture, equipment, materials or other objects which overload the Building or any portion thereof. Subject to any temporary shutdown for repairs, for security purposes, for compliance with any legal restrictions, or due to force majeure, Tenant shall have access to the Premises twenty-four (24) hours a day, each day of the Lease Term. Without limiting any other provision of this Article 6 or this Lease, if Landlord determines, in its sole judgment, that Tenant's operations are causing wear and tear or damage to the wall coverings or finishes in the corridors or other areas of the Premises or the Building, Landlord may elect to repair such wear and tear or damage at Tenant's sole expense, which shall be paid by Tenant to Landlord upon demand.

6.2 Tenant shall not bring or keep, or permit to be brought or kept, in the Premises or the Campus any "hazardous substance" (as hereinafter defined). Tenant shall not use, produce, process, manufacture, generate, treat, handle, store or dispose of any hazardous substance in the Premises or the Campus, or use the Premises for any such purpose, or emit, release or discharge any hazardous substance into any air, soil, surface water or groundwater comprising the Premises or the Campus, or permit any person using or occupying the Premises to do any of the foregoing. The preceding sentence shall not prohibit the ordinary use of any hazardous substance normally used in the operation of a general office for

Tenant's business as permitted by this Lease, provided the amount of any such hazardous substance does not exceed the quantity necessary for the normal operation of a general office in the ordinary course of business and the use, storage and disposal of any such hazardous substance strictly comply with all applicable "environmental laws" (as hereinafter defined). Tenant shall comply, and shall cause all persons using or occupying the Premises to comply, with all environmental laws applicable to the use or occupancy of the Premises by Tenant or any operation or activity of Tenant therein.

6.3 Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, actions, judgments, liabilities, costs, expenses, losses, damages, penalties, fines and obligations of any nature (including reasonable attorneys' fees and disbursements incurred in the investigation, defense or settlement of claims) that Landlord may incur as a result of, or in connection with, claims arising from the presence, use, storage, transportation, treatment, disposal, release or other handling, on or about or beneath the Premises, of any hazardous substances introduced or permitted on or about or beneath the Premises by any act or omission of Tenant or its agents, officers, employees, contractors, invitees or licensees. The liability of Tenant under this section 6.3 shall survive the termination of this Lease with respect to acts or omissions that occur before such termination.

6.4 As used in this Lease, "hazardous substance" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the environmental laws, and includes asbestos, petroleum, petroleum products, polychlorinated biphenyls, radon gas, radioactive matter, and chemicals which may cause cancer or reproductive toxicity. As used in this Lease, "environmental laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater.

ARTICLE 7 Services and Utilities

7.1 Landlord shall maintain the parking lots, roofs, elevators, landscaping including all outdoor play facilities, the structural components of the Premises and the Campus, the plumbing system, photovoltaic system, EV chargers, water storage tank drainage system, utility lines and connections and other utility fixtures and equipment serving the Premises, and the mechanical, electrical, plumbing and other building systems of the Premises (including Fire-Life, Safety system, the heat, air conditioning and ventilation systems of the Premises) at its cost and expense in good condition and repair. Any damage to the Premises or the Campus caused by Tenant or any agent, employee, contractor, licensee, invitee or student of Tenant shall cause Tenant to seek in good faith, reasonable reimbursement from the responsible party upon which reimbursement shall be provided to Landlord.

7.2 Tenant shall be responsible for (i) arranging for the appropriate utility services to the Building and the MWA Upper School, (ii) appropriate janitorial services for the Premises and the common areas,

7.3 Commencing on the Commencement Date and continuing thereafter during the Lease Term, Tenant shall be directly responsible for contracting for all utility services for the Building and the MWA Upper School (including, without limitation, electricity, gas, water and sewer and utilities serving the parking areas and the common areas) in Tenant's name and paying for such services directly to the applicable utility providers. Tenant shall pay for any and all such services in a timely manner and prior to delinquency.

7.4 In the event of an interruption in, or failure or inability to provide any service or utility for the Premises for any reason, such interruption, failure or inability shall not constitute an eviction of

Tenant, constructive or otherwise, or impose upon Landlord any liability whatsoever, including, but not limited to, liability for consequential damages or loss of business by Tenant. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future laws permitting the termination of this Lease due to such interruption, failure or inability.

ARTICLE 8

Alterations

8.1 Tenant shall not make any alterations, additions, modifications or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto (collectively, "Alterations"), without Landlord's prior written consent.

8.2 All Alterations, including, without limitation, carpeting and all other improvements whether temporary or permanent in character, made in or to the Premises either by Tenant or by Landlord shall become part of the Building and Landlord's property. At Landlord's sole election any or all Alterations made for or by Tenant shall be removed by Tenant from the Premises at the expiration or sooner termination of this Lease and the Premises shall be restored by Tenant to their condition prior to the making of the Alterations, ordinary wear and tear excepted. The removal of the Alterations and the restoration of the Premises shall be performed by a general contractor selected by Tenant and approved by Landlord, in which event Tenant shall pay the general contractor's fees and costs in connection with such work. Movable furniture, equipment, trade fixtures and personal property (except partitions) shall remain the property of Tenant and Tenant shall, at Tenant's expense, remove all such property from the Building at the end of the Lease Term. Termination of this Lease shall not affect the obligations of Tenant pursuant to this section 8.2 to be performed after such termination.

ARTICLE 9

Liens

9.1 Tenant shall keep the Premises and the Building free from mechanics', materialmen's and all other liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based. Tenant shall have the right to contest the amount or validity of any such lien, provided Tenant gives prior written notice of such contest to Landlord, prosecutes such contest by appropriate proceedings in good faith and with diligence, and, upon request by Landlord, furnishes such bond as may be required by law to protect the Building and the Premises from such lien. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens, and to take any other action Landlord deems necessary to remove or discharge liens or encumbrances at the expense of Tenant.

ARTICLE 10

Maintenance and Repairs

10.1 Landlord shall, at all times during the Lease Term and at Landlord's sole cost and expense, maintain and repair the Premises, the Building and the MWA Upper School and Middle School and every part thereof including the cosmetic maintenance of the Premises including but not limited to graffiti removal, maintenance painting (as distinguished from periodic repainting of the buildings of the Premises), and similar routine maintenance and repair of normal wear and tear. Landlord shall repair and maintain any equipment used in connection with the Premises and the MWA Middle and Upper Schools and installed specifically for Tenant and all equipment, fixtures and improvements therein and keep all of the foregoing clean and in good order and operating condition, ordinary wear and tear and damage thereto by fire or other casualty excepted.

Tenant hereby waives all rights under California Civil Code section 1941 and all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as provided by California Civil Code section 1942 or any other law, statute or ordinance now or hereafter in effect.

ARTICLE 11
Damage or Destruction

11.1 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term, and this Lease is not terminated pursuant to sections 11.2 or 11.3 hereof, Landlord shall repair such damage and restore the Building and the Premises to substantially the same condition in which the Building and the Premises existed before the occurrence of such fire or other casualty (provided that Landlord shall have no obligation to restore any above Building standard improvements or Alterations in the Premises, unless the cost thereof is paid by Tenant in advance of such restoration, or any Alterations made by or for Tenant in the Premises following the Commencement Date) and this Lease shall, subject to the provisions of this Article 11, remain in full force and effect. If such fire or other casualty damages the Premises or common areas of the Building necessary for Tenant's use and occupancy of the Premises and Tenant ceases to use any portion of the Premises as a result thereof, then during the period the Premises are rendered untenable by such damage Tenant shall be entitled to a reduction in monthly rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacement of, any movable furniture, equipment, trade fixtures or personal property in the Premises or Alterations made by or for Tenant in the Premises following the Commencement Date. Tenant shall, at Tenant's sole cost and expense, repair and replace all such movable furniture, equipment, trade fixtures, personal property and any Alterations made by or for Tenant in the Premises following the Commencement Date. Such repair and replacement by Tenant shall be done in accordance with Article 8 hereof. Tenant hereby waives California Civil Code sections 1932(2) and 1933(4), or any successor statute, providing for termination of hiring upon destruction of the thing hired.

11.2 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term and (a) such fire or other casualty occurs during the last twelve (12) months of the Lease Term and the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, or (b) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof, or (c) the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date specified in such notice, which date shall be not less than thirty (30) days nor more than sixty (60) days after the date such notice is given.

11.3 A total destruction of the Building shall automatically terminate this Lease effective as of the date of such total destruction.

ARTICLE 12
Subrogation

12.1 Tenant waives on behalf of its insurers under all policies of property, liability and other insurance carried by Tenant during the Lease Term insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of its insurers under all policies of property, liability and other insurance carried by Landlord during the Lease Term insuring or covering the Building or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. Tenant shall, prior to or immediately after the date of this Lease, procure from each of the insurers under all such policies of property, liability and other insurance insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against Landlord as required by this Article I 2.

ARTICLE 13
Indemnification and Insurance

13.1 Tenant hereby waives all claims against Landlord, Landlord's members, partners, shareholders, trustees, and beneficiaries, the Building's property manager, and Landlord's asset manager, and their respective officers, directors, agents, servants, employees and independent contractors (collectively, the "Landlord Parties"), for damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Campus arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of Landlord. Tenant further assumes all risk of, and agrees that Landlord and the Landlord Parties shall not be liable for, any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) sustained as a result of the Premises not having been inspected by a Certified Access Specialist (CAsp). Tenant shall indemnify, defend and hold harmless the Landlord Parties from and against all claims, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with or arising from

(a) any cause whatsoever in, on or about the Premises or any part thereof arising at any time other than solely by reason of the gross negligence or willful misconduct of Landlord, or (b) any act or omission of Tenant or its agents, employees, contractors, invitees or licensees in, on or about any part of the Campus other than the Premises (including, without limitation, any damage, bodily or personal injury, illness or death which is caused in part by Landlord), or (c) any breach by Tenant of the terms of this Lease. This Article I 3 shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

13.2 Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the term of this Lease the following insurance:

(a) Workers' compensation and employers' liability insurance policies with a minimum limit of \$1,000,000. The policies shall contain a Waiver of Subrogation endorsement in favor of the Landlord Parties.

(b) Automobile liability insurance policy, including owned, non-owned and hired automobiles, with a combined single limit of \$2,000,000 for bodily injury and property damage or equivalent approved by Landlord.

(c) An occurrence form commercial general liability insurance policy with coverage with limits of not less than \$2,000,000 combined single limit, each occurrence and aggregate, and will not provide for a self-insured retention or deductible in excess of \$50,000. Such insurance shall include Legal Liability limits of \$1,000,000 per occurrence, and \$2,000,000 products/completed operations coverage and such insurance shall be primary insurance as respects any claims, losses or liability arising directly or indirectly from the Tenant's operations and/or occupancy, and any other insurance maintained by Landlord shall be excess and not contributory with the insurance required hereunder. Said insurance policies shall include an endorsement, providing that the Landlord Parties and their officers and employees are additional insureds. Policy shall include coverage for Sexual Abuse or Molestation.

(d) Umbrella liability insurance policy with a limit of not less than \$5,000,000 or such higher limit as may be required by Landlord. The policy shall provide excess coverage over Tenant's Employers' Liability, Automobile Liability and Commercial General Liability including Sexual Abuse or Molestation coverage.

(e) Insurance policy for full replacement cost of Tenant's movable furniture, equipment, trade fixtures and personal property in the Premises, with special form cause of loss (excluding earthquake and flood) with agreed value endorsement. All amounts received by Tenant under the insurance specified in this section 13.2 shall first be applied to the payment of the cost of the repair and replacement Tenant is obligated to do under Article 11 hereof.

13.3 Landlord reserves the right to increase the amounts of coverage specified in section 13.2 above from time to time as Landlord determines is required to adequately protect Landlord and the other parties designated by Landlord from the matters insured thereby (provided, however, that Landlord makes no representation that the limits of liability required hereunder from time to time shall be adequate to protect Tenant). In addition, Landlord reserves the right to require that Tenant cause any of its contractors, vendors, movers or other parties conducting activities in or about or occupying the Premises to obtain and maintain insurance as determined by Landlord (which insurance coverages may be greater than those set forth in section 13.2 above and which may include types of insurance not specified above with respect to Tenant) and as to which Landlord and such other parties designated by Landlord shall be additional insureds.

13.4 All insurance required under this Article 13 and all renewals thereof shall be issued by good and responsible companies rated not less than A-VIII in Best's Insurance Guide and qualified to do and doing business in the State in which the Building is located. Each policy, other than Tenant's workers' compensation insurance, shall: (a) provide that the policy shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired; (b) protect Tenant, as named insured, and Landlord and all the other Landlord Parties and any other parties designated by Landlord, as additional insureds, using such ISO or other form of endorsement as directed in writing by Landlord; (c) shall insure Landlord's and such other parties' contingent liability with regard to acts or omissions of Tenant; (d) include all waiver of subrogation rights endorsements necessary to effect the provisions of Article 12 above; (e) provide that the policy and the coverage provided shall be primary, that Landlord, although an additional insured, shall nevertheless be entitled to recovery under such policy for any damage to Landlord or the other Landlord Parties by reason of acts or omissions of Tenant, and that any coverage carried by Landlord shall be noncontributory with respect to policies carried by Tenant; (f) specifically include all liability assumed by Tenant under this Lease {provided, however, that such contractual liability coverage shall not limit or be deemed to satisfy Tenant's indemnity obligations under this Lease); and (g) if subject to deductibles, shall provide for deductible amounts not in excess of those approved in advance in writing by Landlord in its sole discretion. Tenant shall deliver certificates of insurance, acceptable to Landlord, to Landlord at least ten (10) days before the Commencement Date and at least ten (10) days before expiration of each policy.

In addition, upon the issuance thereof, Tenant shall deliver each such policy or a certified copy thereof to Landlord for retention by Landlord. If Tenant fails to insure or fails to furnish to Landlord upon notice to do so any such policy or certified copy and certificate thereof as required, Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as additional rent on demand.

13.5 During the term hereof, Landlord shall keep the Building (but excluding any personal property, fixtures, office equipment, furniture, artwork and other decoration not affixed to and a part of the Building) insured through reputable insurance underwriters against perils covered by a standard special form insurance policy or policies as such policies are in use as of the date of this Lease (excluding perils such as earthquake, flood and other standard special form policy form exclusions), if such a policy is reasonably available, with a deductible provision, if any, as determined by Landlord in an amount or amounts equal to not less than one hundred percent (100%) of the full replacement value of the Building (excluding the land and the footings, foundations and installations below the basement level). During the term hereof, Landlord shall keep in force general liability insurance in the amount and coverage as Landlord deems commercially reasonable.

ARTICLE 14

Compliance With Legal Requirements

14.1 Tenant shall, at its sole cost and expense, promptly comply with all laws, ordinances, rules, regulations, orders and other requirements of any government or public authority now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, and with any direction or certificate of occupancy issued pursuant to any law by any governmental agency or officer, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises and the MWA Upper School or the operation, use or maintenance of any equipment, fixtures or improvements in the Premises (collectively, "Applicable Laws"), excluding requirements of structural changes not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant. In the event that any structural changes are required to be performed to the Building to comply with Applicable Laws (and such changes are not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant), then Landlord shall perform such compliance work at Landlord's expense. If any governmental license or permit shall be required for the proper and lawful conduct of any business or other activity carried on by Tenant in the Premises, or if Tenant's failure to secure such license or permit would adversely affect Landlord, Tenant shall duly procure and thereafter maintain such license or permit.

ARTICLE 15

Assignment and Subletting

15.1 Tenant shall not, directly or indirectly, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person other than Tenant. Tenant shall not, directly or indirectly, without the prior written consent of Landlord, pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord. Without limiting the generality of the foregoing, Tenant is expressly prohibited from allowing outside groups and organizations to utilize the Premises or any portion of the Building (whether on a temporary or a permanent basis) unless said outside groups or organizations (i) are non-profit and focused on education and/or underserved populations in the local area, (ii) any outside users of the Premises obtain event insurance in amounts commensurate with the risk of the use, as determined by Landlord in its sole discretion, (iii) any outside user provides security at a level determined

by Landlord, (iv) any outside user expressly agrees to clean up and restore the Premises following its use and (v) Tenant obtains Landlord's written consent to such outsider user's use of the Premises or the Building.

15.2 No assignment, sublease, pledge, mortgage, hypothecation or other transfer, nor any consent by Landlord to any of the foregoing, shall release Tenant from any of Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant hereunder (and Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against such assignee, subtenant or successor), or shall be deemed to be a consent to any subsequent pledge, mortgage, hypothecation, assignment, sublease, or occupation or use by another person. Tenant hereby acknowledges and agrees, and any instrument by which an assignment or sublease is accomplished shall expressly provide: (a) that the assignee or subtenant will perform and observe all the agreements, covenants and conditions to be performed and observed by Tenant under this Lease as and when performance and observance is due after the effective date of the assignment or sublease, (b) that Landlord will have the right to enforce such agreements, covenants and conditions directly against such assignee or subtenant, (c) in the case of a sublease, the subtenant shall, at Landlord's election, attorn directly to Landlord in the event that this Lease is terminated for any reason, (d) in the case of an assignment, the assignee assumes all of Tenant's obligations under this Lease arising on or after the date of the assignment, and (e) in the case of a sublease, the subtenant agrees to be and remain jointly and severally liable with Tenant for the payment of rent pertaining to the sublet space in the amount set forth in the sublease, and for the performance of all of the terms and provisions of this Lease. Any assignment or sublease without an instrument containing the foregoing provisions shall be void and shall, at the option of Landlord, constitute a default under this Lease. No assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease (and any standard form of consent document required by Landlord) has been delivered to Landlord, together with the written consent to such assignment or sublease of any guarantor of Tenant's obligations hereunder, if any, and certificates evidencing that such subtenant or assignee is carrying all insurance coverage required under this Lease has been provided to Landlord.

15.3 Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (a) treat such sublease as canceled and repossess the entire Premises by any lawful means, or (b) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any subtenant to make all payments under or in connection with a sublease directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such subtenant shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant.

ARTICLE 16

Rules and Regulations

16.1 Tenant shall faithfully observe and comply with the rules and regulations (the "Rules and Regulations") from time to time made in writing by Landlord. If there is any conflict, this Lease shall prevail over the Rules and Regulations and any modifications thereof or additions thereto.

ARTICLE 17
Entry by Landlord

17.1 Landlord shall have the right to enter the Premises at any time to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders or tenants, (c) determine whether Tenant is performing all of its obligations hereunder, (d) supply any service to be provided by Landlord, (e) post notices of non-responsibility, and (f) make any repairs to the Premises, or make any repairs to any adjoining space or utility services, or make any repairs, alterations or improvements to any other portion of the Building, provided all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Tenant as reasonably practicable. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant and approved in writing by Landlord in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

ARTICLE 18
Events of Default

18.1 The occurrence of any one or more of the following events ("Event of Default") shall constitute a breach of this Lease by Tenant:

(a) Tenant fails to pay any monthly rent as and when such monthly rent becomes due and payable and such failure continues for more than three (3) days; or

(b) Tenant fails to pay any additional rent or other amount of money or charge payable by Tenant hereunder as and when such additional rent or amount or charge becomes due and payable and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that after the second such failure in a calendar year, only the passage of time, but no further notice, shall be required to establish an Event of Default in the same calendar year; or

(c) Tenant fails to perform or observe any agreement, covenant or condition according to the provisions of Articles 6, 9, 15, 22 or 25 of this Lease as and when performance or observance is due and such failure continues for more than two (2) business days after Landlord gives written notice thereof to Tenant; or

(d) Tenant fails to perform or observe any other agreement, covenant or condition of this Lease to be performed or observed by Tenant as and when performance or observance is due and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that if, by the nature of such agreement, covenant or condition, such failure cannot reasonably be cured within such period of ten (10) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure within such period of ten (10) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure within a reasonable time; or

(e) Tenant (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it, a petition for relief or reorganization or

arrangement or any other petition in bankruptcy or liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, or (v) takes action for the purpose of any of the foregoing; or

(f) A court or governmental authority of competent jurisdiction enters an order appointing, without consent by Tenant, a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or with respect to any substantial part of Tenant's property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of Tenant, or if any such petition is filed against Tenant and such petition is not dismissed within sixty (60) days; or

(g) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days; or

(h) Tenant abandons the Premises.

ARTICLE 19 Remedies Upon Default

19.1 Landlord shall have the remedy described in California Civil Code section 1951.2. If an Event of Default occurs, Landlord at any time thereafter shall have the right to give a written termination notice to Tenant (which may be included in a single notice given by Landlord under section 18.1 hereof) and on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the right to recover from Tenant:

(a) The worth at the time of award of all unpaid rent which had been earned at the time of termination;

(b) The worth at the time of award of the amount by which all unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which all unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(d) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above shall be computed by allowing interest at the Interest Rate (as defined in section 31.2 below). The "worth at the time of award" of the amount referred to in clause (c) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). For the purpose of determining unpaid rent under clauses (a), (b) and (c) above, the rent reserved in this Lease shall be deemed to be all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others.

19.2 Landlord shall have the remedy described in California Civil Code section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, even though Tenant has breached this Lease and an Event of Default has occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relent the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant.

19.3 The remedies provided for in this Lease are in addition to all other remedies available to Landlord at law or in equity by statute or otherwise. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

19.4 If Landlord defaults under this Lease, Tenant shall give written notice to Landlord specifying such default with particularity, and Landlord shall have thirty (30) days after receipt of such notice within which to cure such default; provided, however, that if such default cannot reasonably be cured within such period of thirty (30) days, a default by Landlord shall not exist as long as Landlord commences with due diligence and dispatch the curing of such default within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such default within a reasonable time. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages. Notwithstanding any other provision of this Lease, neither Landlord nor any of the other Landlord Parties shall have any personal liability under this Lease. In the event of any default by Landlord under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Building, and in no event shall any deficiency judgment or personal money judgment of any kind be sought or obtained against Landlord or any of the other Landlord Parties.

ARTICLE 20

Landlord's Right to Cure Defaults

20.1 All agreements to be performed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money required to be paid by Tenant hereunder or fails to perform any other act on Tenant's part to be performed hereunder, Landlord shall have the right, without waiving or releasing Tenant from any obligations of Tenant, but shall not be obligated, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable by Tenant to Landlord on demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Interest Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums plus interest by Tenant as in the case of default by Tenant in the payment of rent.

ARTICLE 21

Eminent Domain

21.1 If a material part of the Premises is taken for a period in excess of one hundred eighty (180) days by exercise of the power of eminent domain before the Commencement Date or during the

Lease Term, Landlord and Tenant each shall have the right, by giving written notice to the other within thirty (30) days after the date of such taking, to terminate this Lease. If either Landlord or Tenant exercises such right to terminate this Lease in accordance with this section 21.1, this Lease shall terminate as of the date of such taking. If neither Landlord nor Tenant exercises such right to terminate this Lease in accordance with this section 21.1, or if less than a material part of the Premises is so taken, this Lease shall terminate as to the portion of the Premises so taken as of the date of such taking and shall remain in full force and effect as to the portion of the Premises not so taken, and the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be reduced as of the date of such taking in the proportion that the usable area of the Premises so taken bears to the total usable area of the Premises. If all of the Premises is taken by exercise of the power of eminent domain before the Commencement Date or during the Lease Term, this Lease shall terminate as of the date of such taking.

21.2 If all or any part of the Premises is taken by exercise of the power of eminent domain, all awards, compensation, damages, income, rent and interest payable in connection with such taking shall, except as expressly set forth in this section 21.2, be paid to and become the property of Landlord, and Tenant hereby assigns to Landlord all of the foregoing. Without limiting the generality of the foregoing, Tenant shall have no claim against Landlord or the entity exercising the power of eminent domain for the value of the leasehold estate created by this Lease or any unexpired Lease Term. Tenant shall have the right to claim and receive directly from the entity exercising the power of eminent domain only the share of any award determined to be owing to Tenant for the taking of improvements installed in the portion of the Premises so taken by Tenant at Tenant's sole cost and expense based on the unamortized cost paid by Tenant for such improvements, for the taking of Tenant's movable furniture, equipment, trade fixtures and personal property, for loss of goodwill, for interference with or interruption of Tenant's business, or for removal and relocation expenses, but only if such share does not reduce the amount otherwise payable to Landlord.

21.3 Notwithstanding anything to the contrary contained in this Article 21, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

21.4 As used in this Article 21, a "taking" means the acquisition of all or part of the Premises for a public use by exercise of the power of eminent domain and the taking shall be considered to occur as of the earlier of the date on which possession of the Premises (or part so taken) by the entity exercising the power of eminent domain is authorized as stated in an order for possession or the date on which title to the Premises (or part so taken) vests in the entity exercising the power of eminent domain. Tenant hereby waives any and all rights it might otherwise have pursuant to section 1265.130 of the California Code of Civil Procedure.

ARTICLE 22

Subordination to Mortgages

22.1 This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Building or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed by Tenant to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Tenant hereunder be disturbed, if no Event of Default

exists under this Lease, and Tenant shall attorn to the person who acquires Landlord's interest hereunder through any such mortgage or deed of trust. Tenant agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Landlord. Tenant hereby acknowledges that, after the date hereof, Landlord may obtain secured financing for the Building secured by a mortgage or deed of trust. If any lender secured or to be secured by a mortgage or deed of trust should require, as a condition to such financing, either execution by Tenant of an agreement requiring Tenant to send such lender written notice of any default by Landlord under this Lease, giving such lender the right to cure such default until such lender has completed foreclosure and preventing Tenant from terminating this Lease unless such default remains uncured after foreclosure has been completed, or any modification of the agreements, covenants or conditions of this Lease, or both of them, then Tenant agrees to execute and deliver such agreement or modification as required by such lender within ten (10) days after receipt thereof; provided, however, that no such modification shall affect the length of the Lease Term or increase the rent payable by Tenant under Article 3 hereof.

ARTICLE 23

Surrender of Premises; Ownership and Removal of Trade Fixtures

23.1 No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such subtenants or subtenancies.

23.2 Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 23 and section 8.2 above, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession, ordinary wear and tear and damage thereto by fire or other casualty excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions, voice and data cabling and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed; provided, however, that in lieu of removing certain cabling, Tenant shall, at Landlord's request, abandon and leave in place, without additional payment to Tenant or credit against rent, any cabling (including conduit) designated by Landlord and installed in the Premises or elsewhere in the Building by or on behalf of Tenant (including all connections for such cabling), in a neat and safe condition in accordance with the requirements of all applicable Legal Requirements, including the National Electric Code or any successor statute, and terminated at both ends of a connector, properly labeled at each end and in each electrical closet and junction box. Any such property not so removed by Tenant shall be deemed to be abandoned and at the option of Landlord shall either (a) become Landlord's property without any payment to Tenant or (b) remain Tenant's property, but Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner, provided that any proceeds realized from the sale of Tenant's property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations under this Lease (including, without limitation,

past due rent amounts and any termination damages owing by Tenant to Landlord pursuant to Article 19 hereof), and any remaining balance shall be returned to Tenant.

ARTICLE 24

Sale

24.1 If the original Landlord hereunder, or any successor owner of the Building, sells or conveys the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attom to such new owner. All liabilities and obligations on the part of the original Landlord or such successor owner that accrued before the sale or conveyance shall remain the responsibility of the original Landlord or such successor owner. This Article 24 shall survive termination of the Lease.

ARTICLE 25

Estoppel Certificate

25.1 At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date, the Rent Commencement Date and the Expiration Date determined in accordance with Article 2 hereof and the date, if any, to which all rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default hereunder, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by Landlord and any actual or prospective purchaser, mortgagee or beneficiary under any deed of trust of the Building or any part thereof.

ARTICLE 26

Waiver

26.1 The waiver by Landlord or Tenant of any breach of any agreement, covenant or condition in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, covenant or condition in this Lease, nor shall any custom or practice which may grow up between Landlord and Tenant in the administration of this Lease be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with this Lease. The subsequent acceptance of rent hereunder by Landlord or the payment of rent by Tenant shall not waive any preceding breach by Tenant of any agreement, covenant or condition in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of such rent.

ARTICLE 27

Notices

27.1 All notices that may be given or are required to be given by either Landlord or Tenant to the other under this Lease shall be in writing and shall be either hand delivered, delivered by a nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail with

return receipt requested, and addressed as follows: to Tenant, before the Commencement Date, at the address of Tenant specified in the Basic Lease Information, or at such other place as Tenant may from time to time designate in a notice to Landlord, and, after the Commencement Date, to Tenant at the Premises, or at such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address of Landlord specified in the Basic Lease Information, or at such other place as Landlord may from time to time designate in a notice to Tenant. All notices shall be effective on the date of delivery. If any notice is not delivered or cannot be delivered because the receiving party changed the address of the receiving party and did not previously give notice of such change to the sending party, or due to a refusal to accept the notice by the receiving party, such notice shall be effective on the date delivery is attempted. Any notice under this Lease may be given on behalf of a party by the attorney for such party.

ARTICLE 28 Miscellaneous

28.1 The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. Subject to Article 15 hereof, this Lease shall benefit and bind Landlord and Tenant and the personal representatives, heirs, successors and assigns of Landlord and Tenant. Unless required by a lender pursuant to section 22.1, neither this Lease nor any memorandum, short form, affidavit or other writing with respect thereto, shall be recorded by Tenant or anyone acting through, under or on behalf of Tenant.

. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord. If Tenant requests the consent or approval of Landlord to any assignment, sublease or other action by Tenant, Tenant shall pay on demand to Landlord all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection therewith. This Lease shall be governed by and construed in accordance with the laws of the State in which the Building is located.

28.2 Landlord and Tenant each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and any and all right to receive from the other (or any past, present or future board member, trustee, director, officer, employee, agent, representative, or advisor of the other) punitive and exemplary damages and damages based on injury to or interference with such party's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring in any claim, demand, action, suit, proceeding or cause of action in which Landlord and Tenant are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: this Lease; any past, present or future act, omission, conduct or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; the enforcement of this Lease; or Tenant's holding over in the Premises after the expiration or earlier termination of this Lease. Landlord and Tenant reserve the right to recover actual or compensatory damages, with interest, attorneys' fees, costs and expenses as provided in this Lease, for any breach of this Lease.

28.3 Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, to an assignee of this Lease or sublessee of the Premises, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce this Lease.

ARTICLE 29

Authority

29.1 If Tenant is a corporation, partnership, limited liability company, trust, association or other entity, Tenant and each person executing this Lease on behalf of Tenant, hereby covenants and warrants that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in the state in which the Building is located, (c) Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Lease and to perform all Tenant's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so. Concurrently with signing this Lease, Tenant shall deliver to Landlord a true and correct copy of resolutions duly adopted by the board of directors or other governing body of Tenant, certified by the secretary or assistant secretary of Tenant to be true and correct, unmodified and in full force, which authorize and approve this Lease and authorize each person signing this Lease on behalf of Tenant to do so.

ARTICLE 30

Complete Agreement

30.1 There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease, the Premises or the Building. There are no representations between Landlord and Tenant or between any real estate broker and Tenant other than those expressly set forth in this Lease and all reliance with respect to any representations is solely upon representations expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

Landlord and Tenant also desire to establish certain performance standards for Tenant's academic program, identify conditions under which Landlord may terminate the Lease, and specify certain oversight responsibilities for Landlord's management of the Premises.

1. **Early Termination.** The tenant may terminate the Lease in the event that the applicable charter authorizing entity non-renews or revokes Tenant's Charter notwithstanding Tenant's reasonably diligent and good faith efforts to maintain Tenant's Charter in good standing.
2. **School Performance Metrics.** In order to ensure that the Premises provide a safe and secure facility option for the highest possible quality of public education for West Contra Costa County children and that Tenant's use of the Premises is consistent with and advances Landlord's charitable objectives, the parties hereby establish nine "Performance Metrics" for Tenant as sets forth in Paragraphs (a) through (i), below. Tenant agrees to incorporate the Performance Metrics into its operational plans and will use its best efforts to meet or exceed each of the Performance Metrics listed below. In the event of a failure to meet any of the Performance Metrics contained in (a) through (c) below, Tenant shall notify Landlord immediately, and Landlord shall have the right to terminate the Lease effective at the end of the school year.¹

At the conclusion of each school year, Landlord will evaluate Tenant's progress in satisfying the remaining Performance Metrics based on information provided by Tenant in the Performance Metrics Report, defined below. If Landlord finds that Tenant has failed to meet one or more of the remaining Performance Metrics, Landlord shall notify Tenant of such determination. Except with respect to a failure to achieve any of Performance Metrics (a) through (c) below, Landlord shall provide Tenant with a reasonable opportunity to furnish Landlord with such additional information as may demonstrate to Landlord's satisfaction that Tenant has made satisfactory progress to substantially align its academic program and operational plans with the Performance Metrics, and has demonstrated satisfactory implementation of adequate corrective measures to achieve all Performance Metrics within a time period to be determined in Landlord's reasonable discretion. Landlord shall consider such additional information in good faith, following which Landlord shall determine in its sole discretion whether to terminate the lease.

In the event Landlord does not choose to exercise its right to terminate the Lease upon any failure to meet a Performance Metric, Tenant will adopt corrective measures to achieve conformance with the Performance Metrics, which corrective measures shall be implemented as soon as possible, but in any event prior to the start of the next school year. Tenant will provide a report to Landlord detailing the corrective measures to be implemented and will provide such periodic reports as Landlord may request to demonstrate progress toward compliance toward the Performance Metrics. In the event that Landlord finds that Tenant has (i) failed to achieve one or more of the Performance Metrics set forth in Paragraphs (d) through (i) or (ii) otherwise has failed to implement corrective measures described in the preceding sentence to Landlord's reasonable satisfaction for a given school year, Landlord may terminate the Lease for the following school year upon at least 30 days written notice. (For example, if the Performance Metrics are not met for the 2021 school year and Tenant fails to implement acceptable corrective measures, Landlord may terminate the lease for the 2022 school year.) Landlord's determination not to exercise its right to terminate the Lease in any circumstance set out in this [Section 3] shall not constitute a waiver or forfeiture of Landlord's right to terminate the Lease in the event of any subsequent failure to meet the same or any other Performance Metric.

- a. Tenant's Charter. Tenant's Charter shall not lapse, be non-renewed or suffer revocation during the Term. Tenant agrees to appeal any decision by the charter authorizer that would cause Tenant's Charter to lapse, be non-renewed, or suffer revocation to the extent allowed by law.
- b. WASC Accreditation. Tenant shall maintain accreditation by the Western Association of Schools and Colleges (WASC) for its school program. Tenant agrees to appeal any decision by WASC that would cause Tenant to lose such accreditation.
- c. Tax and Non-Profit Status. Tenant shall maintain its status as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and as a California public school pursuant to Section 202 of the California Revenue and Taxation Code.
- d. Student Population Served. Tenant shall maintain admissions and recruitment policies and procedures designed to attract socio-economically disadvantaged students and historically underserved students. Tenant agrees to use its best efforts to serve a student population that is comprised of a minimum of fifty percent (50%) students who qualify for Free and Reduced-Price Meals.
- e. Community Served. Tenant shall use its best efforts to maintain a student population that is comprised of students with the same racial and ethnic demographic characteristics as the West Contra Costa Unified School District.
- f. High School Graduation Rates. Tenant shall maintain a high school graduation rate of no less than ninety percent (90%).

- g. Course Quality. Tenant agrees to support students by maintaining academic courses that the University of California Office of the President approves as “A-G” Eligible so that at least 90% of students are eligible to matriculate to a California public university. Tenant shall maintain a rigorous and varied set of core, elective, and AP courses.
- h. College-Readiness. Tenant shall design and implement priorities and standards within its academic program so that all students graduate with skills and training meeting “college-readiness” standards (as defined by the California Department of Education) necessary to enroll in four-year college programs.
- i. College Matriculation Rates. At least ninety percent (90%) of students that complete Tenant’s academic program are expected to matriculate to post-secondary education institutions.

3. Tenant Reporting. As a condition of Landlord’s support for its academic program, Tenant agrees to perform the following reporting and related obligations

- a. Audited Financials. Tenant agrees to provide Landlord with a copy of its audited financials annually.
- b. Annual School Performance Evaluation. No later than December 1 every year, Tenant agrees to submit a written summary of activities highlighting successes, challenges, and adjustments for the new school year.
- c. Performance Metric Report. As soon as reasonably practicable following the close of every school year, but no later than December 1, Tenant shall provide Landlord with a report (the Performance Metrics Report) in a form reasonably satisfactory to Landlord, which contains all information reasonably required by Landlord to confirm Tenant’s compliance and progress with respect to each of the Performance Metrics. Tenant’s failure to timely deliver the Performance Metrics Report is grounds for termination by Landlord.
- d. Board Presentations. Upon request of Landlord, Tenant agrees to send one or more representatives to the next available meeting of the Making Waves Foundation Board of Directors to share updates, data, and analysis on the progress of the program.
- e. Timely Response. Tenant’s Chief Business Officer (or a designee of the CEO) shall respond in a timely fashion to requests for up-to-date financials either on a schedule established by MWF or as needed.
- f. Notice requirements.
 - i. Tenant shall immediately notify Landlord in writing of any change in, denial or revocation of, or written challenge to, the tax-exempt status, non-private foundation status, or nonprofit corporate status of Tenant by any relevant governmental entity, and shall notify Landlord in writing within 30 days of determining that any such governmental entity may have reasonable cause to institute such a challenge.
 - ii. Within 30 days of Tenant’s knowledge that any action, suit, inquiry, proceeding or investigation against or affecting Tenant or the Premises has been threatened or filed, Tenant shall notify the Landlord in writing.
 - iii. Tenant shall notify the Landlord if the Tenant has terminated its CEO, and will consult with the Landlord in good faith regarding any minimum qualifications for a replacement CEO as well as regarding any candidates for the position, provided, that although Landlord shall be entitled to suggest replacements for the position to be considered in good faith by Tenant, for the avoidance of doubt, the ultimate decision shall be made solely by Tenant in its sole discretion.

- 4. Landlord Oversight.** In the Lease, Tenant has agreed to perform routine maintenance and custodial services for the Premises. Without supplanting or limiting Tenant's obligation to keep the Premises in a clean, safe, orderly and sanitary condition, Landlord agrees to assign appropriate maintenance staff to provide regular oversight and management of the Premises to ensure that all fixtures, surfaces, building systems and equipment are maintained in good working order and free from defects and hazardous conditions. Any maintenance staff person assigned by Landlord who may enter the Premises when students are present shall, prior to entry, register with the front desk at the Premises and maintain on file with Landlord a criminal background investigation required by Education Code Section 45125.1, which shall confirm that the individual has not been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (embezzlement, perjury, fraud, etc.), or any offense which may make the individual unsuitable/undesirable to work around students. Landlord shall request and receive subsequent arrest notifications for all such persons from the California Department of Justice to ensure ongoing safety of students. Any persons assigned by Landlord who may have frequent or prolonged contact with students shall have undergone a tuberculosis risk assessment and/or been examined and determined to be free of active tuberculosis. Landlord shall require all such persons to provide Landlord with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial assignment. Landlord shall maintain current tuberculosis clearances for all such personnel.
- 5. Tenant's Liability Upon Termination.** In the event of termination, Tenant shall have no further obligations under this Lease from and after the date of such termination, except for obligations that accrued prior to the date of such termination.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first hereinabove written.

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



Coversheet

Board of Directors / Resignation

Section: IV. Action Items
Item: E. Board of Directors / Resignation
Purpose: Vote
Submitted by: Alicia Malet Klein

BACKGROUND:

Jess Laughlin has permanently moved out of state and therefore needs to resign:

Dear Alicia,

It is with great sadness but knowing it's the right thing for Making Waves and my family at this time that I am writing to resign from the Making Waves Academy Board.

Being a part of this board and learning from your great leadership has been such a joy - loving the graduations and seeing the tremendous success of students over the years- even when forced to tackle every challenge life throws at them including a global pandemic and a quick shift to fully virtual learning.

I will miss the routine meetings but please know I'm always a phone call away and will for sure be cheering on Making Waves from afar.

Thank you,

Jess Laughlin

RECOMMENDATION:

Accept the resignation.

Coversheet

Board of Directors/ Change

Section: IV. Action Items
Item: F. Board of Directors/ Change
Purpose: Vote
Submitted by: Alicia Malet Klein

BACKGROUND:

Amy Obinyan's eldest son will graduate in June, meaning she can no longer serve as parent board member. Given the value of her perspectives and her contributions over the past two years, she has been nominated to a full 3-year term.

RECOMMENDATION:

Approve the nomination.

Coversheet

Board of Directors / Addition

Section: IV. Action Items
Item: G. Board of Directors / Addition
Purpose: Vote
Submitted by: Alicia Malet Klein

BACKGROUND:

Following the established process, which includes vetting and interviews with the CEO, board president and two other board members, Felicia Selva has been nominated to serve a 2-year term as parent board member. A brief biographical statement illustrates the value she will bring to the board:

Felicia brings education knowledge and a parent perspective. A dedicated advocate for education, she spent time in early childhood and special education before pivoting to HR and her current position as a senior business process analyst. Felicia and her husband contribute their talents at Kaiser Permanente and are long-standing employees, showing their dedication and commitment to positively impacting their community.

As proud parents of two sons in the 6th and 8th grades at Making Waves Academy, Felicia and her husband understand the vital importance of nurturing their bi-cultural heritage and instilling strong family values. Felicia actively serves on the Parent Leadership Team at MWA and 5C's (Contra Costa County Charter Coalition), a dynamic, parent-led organization that champions six charter school communities in Contra Costa County. Despite her full-time career, she wholeheartedly believes in the necessity of being present and engaged to ensure that every child has access to a quality education and the opportunity to pursue higher education.

Felicia's passion for her family shines through in everything she does. She cherishes quality time spent together and believes in creating lasting memories. In addition, she enjoys camping, reading, and watching movies—activities that further enrich her family's experiences. With her commitment to education and strong family values, Felicia is a strong advocate for every child's future.

RECOMMENDATION:

Approve the nomination.

Coversheet

Board of Directors / Addition

Section: IV. Action Items
Item: H. Board of Directors / Addition
Purpose: Vote
Submitted by: Alicia Malet Klein

BACKGROUND:

This past fall, the board decided to move ahead with the addition of a student board member. The student will serve for one year during their senior year.

Following an application process that included a written essay, resume, recommendations and panel interview, Valeria Serrano was selected from a pool of four candidates.

Valeria possess evident leadership skills and she regularly applies them in support of her community. She spoke forcefully about the value of MWA at the charter renewal hearing at CCCOE, is engaged in the greater Richmond area, and is noted by her peers and teachers as someone who consistently helps others, follows through and desires feedback while always demonstrating respect and humility. A National Honors Society member with a 3.9 GPA, Valeria is also a cheerleader and a member of the Brain & Psychology Club, Pre-Law Club and Richmond Youth Council. She has attended the Young Entrepreneurs Program at UC Berkeley and also the Girls Who Code program. Valeria impressed the interview panel by demonstrating a fierce commitment to serve and amplify the voices of her peers together with great compassion, kindness and humility.

RECOMMENDATION:

Approve the nomination.

Coversheet

Student-Parent/Guardian Handbook

Section: V. Consent Action Items
Item: A. Student-Parent/Guardian Handbook
Purpose: Vote
Submitted by: Carmen Velarde
Related Material: Student handbook 2025-26 Final.pdf

BACKGROUND:

Aside from general updates, the following edits were made:

1. Updated Title IX based on new law
2. Edited Staff Commitments
3. US Academics
 1. Added note about accommodations in Health and Wellness for religious fasting
 2. Removed 50% floor section
4. Removed detention from consequence list
5. Attendance
 1. Main body rewritten
 2. Added note about involuntary removal
6. Updated the Cell Phone and Electronic Devices Policy
7. Updated language in the Student Wellness section to match the CSSP
8. Appendix C
 1. Added the professional boundaries policy from the most recent employee handbook
9. Appendix D
 1. added workplace readiness and work permits information
 2. added language about ensuring 12 graders complete the FAFSA
10. Added the following:
 1. Appendix S: Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement
 2. Appendix T: Student Bring Your Own Device (BYOD) Policy
 3. Appendix U: Student Device(s) Repair & Replacement Policy and Insurance Agreement

Updates are highlighted in green for ease of reference.

RECOMMENDATION:

We recommend that the board approve this handbook.



Making Waves Academy **Student-Parent/Guardian Handbook** ***2025-2026***

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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

At MWA, we hold high expectations for both students and staff. Our staff is committed to fostering excellence in learning, achievement, and integrity. Staff will:

- Put students at the center of their teaching, teach a curriculum that is rigorous and culturally relevant, and ensure all students are actively engaged in learning.
- Believe in every student's ability to succeed and set challenging goals to promote academic growth.
- Create safe and respectful spaces and experiences for students.
- Model, teach, and reinforce appropriate behavior consistently.
- Work effectively and respectfully with colleagues, school administrators, and parents to support student learning.
- Stay updated on current educational research and best practices to improve teaching methods. Actively seek opportunities to enhance their teaching skills and knowledge.
- Maintain high ethical standards and upholding the integrity of the school.
- Follow and reinforce all school policies.

Middle School Academic Program

At MWA we strive to create holistic students who have a well-rounded educational experience. MWA's instructional program is designed to empower students to become analytical thinkers who can apply subject knowledge to solve real-world problems. MWA offers a broad range of academic and enrichment courses across all subject areas.

Listed below are the course offerings:

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

*Students will be granted an accommodation in connection with engaging in physical activity components of a PE course during a period of religious fasting upon submission to the school principal of written notification from the student's parent/guardian, if less than 18 years of age, or from the student, if 18 years or older, that the student is participating in religious fasting.

Promotion

The 8th grade promotion at MWA middle school is an event that symbolizes the transition from the middle school to the upper school. It is our expectation that every middle school student will be eligible for 8th grade promotion. It is the belief of MWA that with parent support, all 8th grade students will be able to participate in the promotion ceremony. However, if a student does not meet the behavioral and academic requirements, the student may not *walk* on stage during the ceremony and may not participate in any events (rehearsals, field trips, etc.) related to promotion. Additionally, any monies that were paid beforehand intended for end of the year activities *will not* be refunded. For further information regarding the minimum requirements for promotion, please also see the section below regarding retention.

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.

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 9th and 10th grades. In the 11th and 12th grades, Advanced Placement (AP) courses and other science, math, and art electives are available. In addition, Career Technical Education (CTE) courses are also available, linking specific courses to education and specific career pathways. Students scoring a 3, 4, or 5 (on the 5-point scale) on an AP exam may earn college credit in that subject.

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.

Grade Point Scale

<i>Letter Grade</i>	A+	A	A-	B+	B	B-	C+	C	D	F
<i>Grade Points (MWA)</i>	N/A	4.0	3.7	3.3	3.0	2.7	2.3	2.0	N/A	0.0
<i>Advanced Placement (AP) & Honors Points (MWA)</i>	-	5.0	4.7	4.3	4.0	3.7	3.3	3.0	-	0.0
	1.0 additional grade point will be added for each semester in which a 'C' or better is earned.									
<i>Grade Points (UC)</i>	-	4.0	-	-	3.0	-	-	2.0	1.0	0.0

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	--	--	--	--
Totals			34		32		36

*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)

❖Students will be granted an accommodation in connection with engaging in physical activity components of a PE course during a period of religious fasting upon submission to the school principal of written notification from the student's parent/guardian, if less than 18 years of age, or from the student, if 18 years or older, that the student is participating in

religious fasting.

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

Courses Offered By Grade Level

Each year, students will take courses appropriate for their grade level and earn credits toward graduation. The types of classes students will take will reflect the offerings listed below.

9 th Grade	10 th Grade	11 th Grade	12 th Grade
English Math Science Language Health and Wellness Elective	English Math Science Language History Art	English Math Science Language History Art/ Elective	English Math Science History 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

Any form of plagiarism will result in a level 2 infraction; refer to School-Wide Behavior Management System for more information. 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

- Example of neutral colors: beige, taupe, gray, cream, brown, black and white
- **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.
 - **Hooded Sweatshirts Expectations:**
 - No large logo covering the front or back of a hoodie
 - Neutral tone colors (no bright red, green, yellow, purple etc.)
 - Gap hoodies are okay (neutral tone)
- **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
 - Upper School students MUST have ID badge and lanyard on their person either around their collar or hanging from a pant pocket
 - Middle School Students are expected to wear the ID badge and lanyard around the collar at all times. Middle school 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, **headwear** and gloves are allowed, but must be removed once a student enters a school building.
 - Students must not cover their face while inside, and unless there is a valid prescription, may not wear sunglasses indoors.
 - Full face masks are not permitted at any time
 - 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:

- **Jeans or uniform pants**, 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
 - **Examples:** **No crop tops, tube 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, slippers, **or slip on shoes**
- No pajama pants **or sweatpants**
- 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

Behavior Infraction Category: Level 1, Procedural (Core Value Connection: *Responsibility*)

Procedural: Behaviors that affect only the student exhibiting the behavior and impedes the student from being responsible for their own learning. This behavior can impact how the student engages the process of learning.

Staff Oversight: Teachers

Procedural Infraction Examples:

- Not having appropriate equipment and materials
- Sleeping in class
- Gum chewing and unauthorized eating in classroom or hallways
- Being off task, but not disrupting others
- Improper use of school equipment or materials
- Dress code violations
- Truancy/Repeated lateness
- Skipping/Cutting class
- Failing to follow a reasonable request of a staff member or volunteer
- Usage or possession of cell phone or other electronic device during school hours
- Loitering in neighborhoods or restricted areas
- Defiance of authority

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> • Restorative Action/Conversation • Confiscation of device until the end of the school day 	<ul style="list-style-type: none"> • Restorative Action/Conversation • Call home (parent/guardian notification) • Skill development activity/Assignment • 1 -2 weeks cell phone turn in • Confiscation of device until parent/guardian pick-up 	<ul style="list-style-type: none"> • Restorative Action/Conversation • Call home (parent/guardian notification) • Skill development activity/Assignment • Parent shadow requested • Loss of privilege(s) • Cell phone turn in or Behavior contract • Parent/Teacher Conference • Two week device submittal to Front Office

Behavior Infraction Category: Level 2, Self-Management (Core Value Connection: **Scholarship & Community**)
Behaviors that involve students not being prepared, and/or not demonstrating behaviors that represent expected social deportment and academic engagement.

Staff Oversight: Teachers, Dean of Students (for ongoing infractions)

Self-Management Infraction Examples:

- Horseplay
- Being off campus or in an unauthorized area without permission
- Inappropriate display of affection & Public Displays of Affection (PDA)
- Inappropriate/inadequate participation in school activities
- Cheating, academic dishonesty or plagiarism
- Violations of the computer and network use policy not pertaining to Level IV infractions
- Violation of Arrival/ Dismissal Policy or Closed Campus Policy
- Out of class or off campus without permission
- Forging a document/false documentation, cheating, and plagiarism

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> • Restorative Circle with impacted students • Call home (parent/guardian notification) • Skill development activity/ Assignment • Zero credit for all incidents of cheating, academic dishonesty or plagiarism 	<ul style="list-style-type: none"> • Restorative Circle with impacted students • Call home (parent/guardian notification) • Skill development activity/ Assignment • 1- 2 week cell phone turn in • Loss of privilege(s) 	<ul style="list-style-type: none"> • Restorative Circle with impacted students • Call home (parent/guardian notification) • Skill development activity/ Assignment • Cell phone turn in or Behavior Contract • Loss of privilege(s) • Parent shadow requested • Parent/Teacher Conference • Behavior plan meeting

Behavior Infraction Category: Level 3, Disruptive (Core Value Connection: *Respect & Community*)

Behaviors that demonstrate the lack of respect of an orderly learning environment 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 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> • Restorative Conference/Circle • Call home (parent/guardian notification) • Skill development activity/Assignment • Restorative Community Project • Campus beautification • Referral to Dean of Students 	<ul style="list-style-type: none"> • Restorative Conference/Circle • Call home (parent/ guardian notification) • Skill development activity/ Assignment • 2 weeks cell phone turn in • Restorative Community Project • Campus beautification • Parent shadow requested • Parent/Teacher Conference • Referral to Dean of Students • Loss of privilege(s) 	<ul style="list-style-type: none"> • Restorative Conference/Circle • Call home (parent/guardian notification) • Skill development activity/ Assignment • Behavior contract • Restorative Community Project • Campus beautification • Parent shadow or observation requested (parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of MWA) • Parent/Teacher Conference • Behavior plan meeting • Referral to Dean of Students • Loss of Privilege(s) • Parent conference with the Dean of Students • Student to present restorative essay during Community Building Time (Advisory/Homeroom)
<p><i>Depending on the infraction and severity of the infraction, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>

<ul style="list-style-type: none"> • 1-2 Day loss of after-school program privileges • 1-2 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD • Restitution (financial and otherwise) to target(s)/victim(s), for damage to or loss of personal or school property (whether damage/loss was intentional or unintentional) • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 	<ul style="list-style-type: none"> • 2-3 Day loss of after-school program privileges • 2-3 Day Suspension • Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 	<ul style="list-style-type: none"> • 3-5 Day loss of after-school program privileges (further infractions will result in after-school programming privileges being revoked) • 3-5 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA • Ongoing disruptive infractions may result in a recommendation for expulsion from MWA
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Behavior Infraction Category: Level 4, Aggressive: (Core Value Connection: *Respect & Community*)

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

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

Student may be:

- suspended for the maximum number of 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

<ul style="list-style-type: none"> • Inappropriate sexual conduct • Violations of the computer or network use policies pertaining to aggressive infractions 		
1st Offense Intervention Range	2nd Offense Intervention Range	3rd Offense Intervention Range
<ul style="list-style-type: none"> • Immediate referral to Dean of Students • Restorative Conference/Circle • Call home (parent/guardian notification) • Skill development activity/ Assignment • 2 week cell phone turn in • Restorative Community Project • Campus beautification I • Parent/Teacher Conference • Loss of privilege(s) • Parent conference with the Dean of Students • Student to present restorative essay during Community Building time (Advisory/ Homeroom) • Parent shadow or observation requested 	<ul style="list-style-type: none"> • Immediate referral to Dean of Students • Restorative Conference/Circle • Call home (parent/guardian notification) • Skill development activity/ assignment • Behavior contract • Restorative Community Project • Campus beautification • Parent shadow or observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of MWA) • Parent/Teacher Conference • Loss of privilege(s) • Parent conference with the Dean of Students • Student to present restorative essay during Community Building time (Advisory Homeroom) 	<ul style="list-style-type: none"> • Immediate referral to Dean of Students • Restorative Conference/Circle • Call home (parent/guardian notification) • Skill Development Activity/ Assignment • Restorative Community Project • Campus beautification • Parent/Teacher Conference • Behavior plan meeting • Loss of Privilege(s) • Parent conference with the Dean of Students • Student to present restorative essay during Community Building time (Advisory/Homeroom) • Parent Shadow or Observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of MWA)
<i>Depending on the infraction and severity of the infraction, the following may also apply:</i>	<i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i>	<i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i>
<ul style="list-style-type: none"> • 1-2 Day loss of after-school program privileges • 1-2 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD • Complete substance use/abuse education program (where applicable) 	<ul style="list-style-type: none"> • 2-3 Day loss of after-school program privileges • 2-3 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 	<ul style="list-style-type: none"> • 3-5 Day loss of after-school program privileges (further infractions will result in after-school programming privileges being revoked) • 3-5 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD

<ul style="list-style-type: none"> • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 		<ul style="list-style-type: none"> • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA • Ongoing aggressive infractions may result in a recommendation for expulsion from MWA
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*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.

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.

Total # of Detentions Skipped within a one week period	Consequences
One	The students will be expected to serve two detentions, the one skipped plus an additional one.
Two	<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"> • Suspension of privileges, includes: <ul style="list-style-type: none"> ■ Clubs ■ Athletics ■ Field Trips
Three	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.
More than three	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.

*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 Infractions	Consequences
First Infraction	<ul style="list-style-type: none"> • Parent notified via ParentSquare • Loaner uniform provided, <u>if available</u>, distributed by DoS, (student will be asked to exchange personal clothing item in order to ensure return of loaner by end of day) • Student must serve detention
Second Infraction within one week	<ul style="list-style-type: none"> • Parent notified via ParentSquare, and phone by Dean of Students / Assistant Principal • Parent-Student Conference scheduled, parents/ guardians sign Parent / Guardian Handbook Acknowledgement • Loaner uniform provided, <u>if available</u>, distributed by DoS, (student will be asked to exchange personal clothing item in order to ensure return of loaner by end of day) • Student must serve detention
Third Infraction within one week	<ul style="list-style-type: none"> • Parent notified via ParentSquare, and phone by Dean of Students / Assistant Principal • Parent must bring a back-up uniform and schedule a parent-student conference with Principal or designee • Loss of Privileges for one week • Student must serve detention

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

MWA Attendance Office Contact Info:

Voicemail Line: 510-262-1511 (#2); Text Message: 510-410-2149;

Email: attendance@mwacademy.org

We know that students thrive when they are present, on time, and ready to learn. To support your child's academic journey, we ask that you report any absences or tardiness on the day of occurrence. Please remember that vacation time should align with the school calendar, to ensure that no learning time is missed.

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. To stay informed about your student's attendance, you can access PowerSchool, which provides real-time updates on attendance records, grades, and other important academic information.

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, **parents/guardians are required to call and provide the reason for the absence within 5 days.** If the parent/guardian does not provide a reason for the absence within 5 days, the absence will be unexcused and it cannot be changed. A doctor's note is required to excuse absences lasting more than 3 days. 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. However, when student's absences are unexcused, it is up to the teacher whether they can make up missed assignments/test and how much credit they can receive.

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, the **parent/guardian and/or student** must submit formal documentation to the **Attendance Office** for approval by 4pm 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 tardies, absences, late to class, and/or cuts**. 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 **Attendance Office to provide an absence verification**. **Parents/Guardians 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.
- For the purpose of attending a college tour/training (limited to 1 day for local visits and 2 days for out of state visits). Document verification will be required.

**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). Additionally, students reaching a **20% Absence Threshold** during the school year-whether excused or unexcused may be considered for involuntary removal (see section titled "Involuntary Removal" 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

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
- **School related** 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 SARB hearing.

Contra Costa County Office of Education Student Attendance Review Board (County SARB)

A student may be referred to the County SARB once MWA has utilized all available interventions to support a student's attendance. The CCCOE conducts district-level SARB hearings for students referred from its county-operated community school and its county-authorized charter schools. The County SARB will review information presented by MWA and will interview the student and a parent/guardian. Following the hearing, the student may be placed in a contractual agreement with the County SARB, be required to report their progress, and be referred to the County's District Attorney's Office if they fail to meet the requirements of their agreement.

More information about the Contra Costa County Office of Education's SARB can be found on their website: https://www.cccoe.k12.ca.us/programs/for_educators/sarb

Involuntary Removal Process

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five 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
Arrival (All grades)	<u>Monday through Friday:</u> 8:00 to 8:30 am	<ul style="list-style-type: none"> Cars dropping off must use the drive loop and authorized loading/unloading zones only. Parents/Guardians may not park along Lakeside Drive to drop-off students, or pull into driveways along Lakeside. Middle school students report directly to the MS campus Upper school students report directly to the US campus There is no supervision on campus before 8:00am, the designated arrival time
Dismissal 3:00 pm (5th-8th grade)	<u>Monday</u> <u>Tuesday</u> <u>Wednesday</u> <u>Thursday</u>	<ul style="list-style-type: none"> Students may leave campus via the MWA bus, bike, car, and by walking to public transportation or home Students should report to designated loading/unloading zones ONLY Families with both students in both the upper and middle schools should pick up sibling groups at the middle school dismissal zone
Dismissal 3:30 pm (9th-12th grade)	<u>Monday</u> <u>Tuesday</u> <u>Wednesday</u> <u>Thursday</u>	<ul style="list-style-type: none"> 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 30 minutes after dismissal will be asked to leave upon the close of dismissal Students may not leave campus and return without permission from the Program Director or their designee
Friday Early Dismissal 2:00 pm (All grades)	Regular AND Community Building Wednesdays* *EXCEPT on 4-day weeks	<ul style="list-style-type: none"> *On 4-day school weeks there is NO early Dismissal on Wednesday; instead school will dismiss at 3:00 and 3:30 for the respective grades <p><i>After the close of the dismissal, parents/guardians picking up students must go to the MS Front Office to collect their student from the designated school-wide late pick-up waiting 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 **10-25 minutes, depending on the day and weather conditions**. 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 **student parking** 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

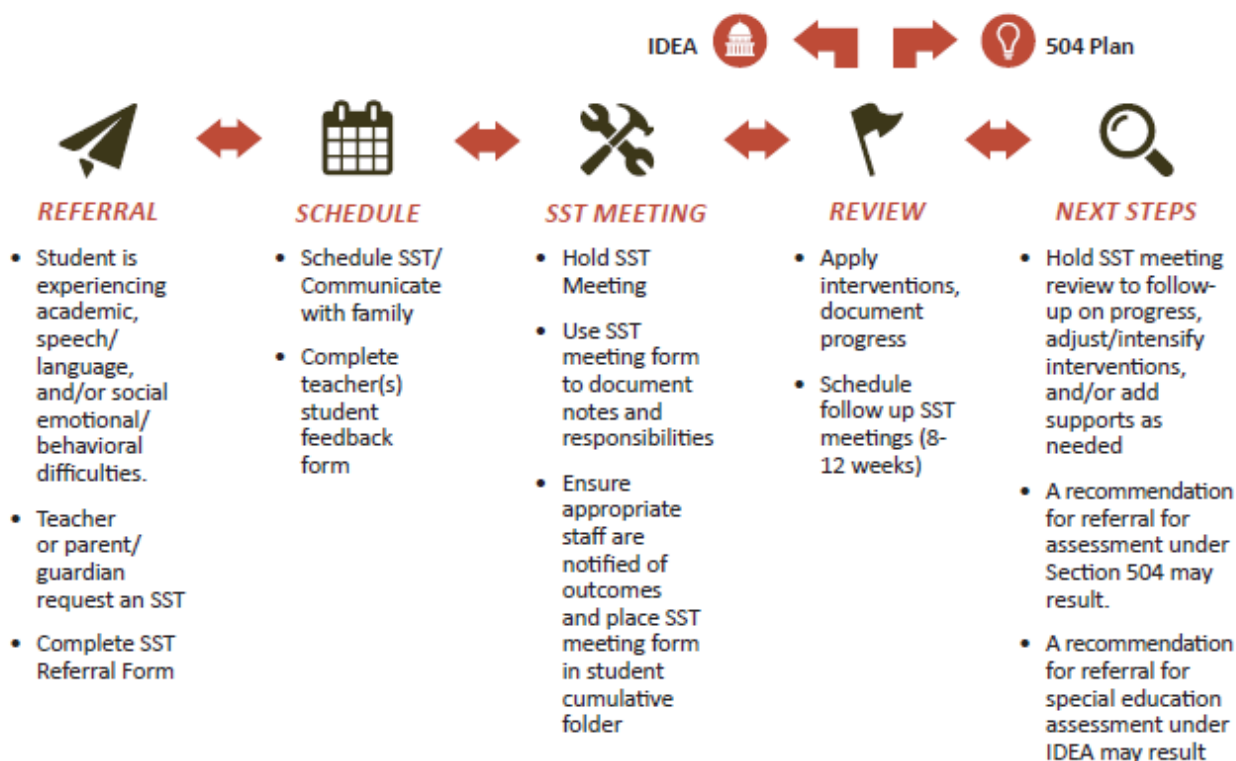
Student Success Team (SST)

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 Emotional concerns
- Consideration for special education evaluation
- 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.
- **For Middle School:** 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, walls **or gates**. 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 **bikes**, rollerblades, Heelys, scooters, or skateboards **may be ridden on campus**.
- 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.
- **If there are H&W classes using the turf, student use for recess must be pre-arranged with H&W faculty and supervised by separate staff.**
- 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 from or jumping on any equipment including basketball hoop nets, volleyball stands/nets, and bleachers.
- No dunking.

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 and administration 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 49468.2) authorizes the administration of emergency anti-seizure medication. If a physician has prescribed emergency anti-seizure medication for seizure control for your child, notify MWA school nurse so that the proper paperwork is completed and personnel can be identified and trained to administer the emergency anti-seizure medication. In case of an emergency, the school nurse or trained volunteer will follow the Emergency First Aid Guidelines for California Schools response for Seizures and the student's Emergency Action/Care Plan if available.

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. In case of an emergency, the school nurse or trained volunteer will follow the Emergency First Aid Guidelines for California Schools response for Allergic Reaction and the student's Emergency Action/Care Plan if available.

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. In case of an emergency, the school nurse or trained volunteer will follow the Emergency First Aid Guidelines for

California Schools response for Asthma/Wheezing/Difficulty Breathing or the student's Emergency Action/Care Plan if available.

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.

SB 997 prohibits charter schools from prohibiting pupils in middle schools, junior high schools, high schools, or adult schools, while on a school site or participating in school activities, from carrying fentanyl test strips or a federally approved opioid antagonist, as provided, for the emergency treatment of persons suffering, or reasonably believed to be suffering, from an opioid overdose.

Additionally, in accordance with California Education Code section 49414.35(a) MWA will not prohibit a pupil 12 years or older, while on a school site or participating in school activities, from carrying or administering opioid overdose reversal medication for the purposes of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose, naloxone hydrochloride or another opioid antagonist.

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,. 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.**

Income eligibility guidelines for federally funded free and reduced-price meals are available at: <https://www.cde.ca.gov/ls/nu/rs/>

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete

and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

MWA allows students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. MWA may develop additional policies regarding the types of water bottles that may be carried. MWA adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus. MWA encourages water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

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) 877-0996. 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 (202) 690-7442; or email: 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, including but not limited to Doordash, 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?
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<ul style="list-style-type: none"> • Snack/protein bars • Healthy sandwiches • Cereal/oatmeal • Baked savory snacks (i.e. pretzels, crackers) • Homemade meals (for your child only) • Chips (no larger than 1 oz personal serving bag) • Fruit • Vegetables • Yogurt • Whole grains • Food items that are low in fat/calories • Water 	<ul style="list-style-type: none"> • Whole grains provide fiber and vital nutrients to fuel a healthy metabolism. • Lean protein allows for proper muscle development. • Diets rich in calcium support healthy bone growth. • Fruits and vegetables provide necessary vitamins and nutrients for proper development and brain function. • Water keeps the body hydrated and operating. It also helps flush out toxins.
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- **MWA is not responsible for storing, refrigerating or heating students' meals.**

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"> • Sodas/Sport drinks/Energy drinks • Candy • Gum • Chips (<i>outside of recommended personal serving size during designated meal periods</i>) • Shelled Sunflower seeds • Cookies/Brownies/ Desserts (<i>outside of recommended personal serving size during designated meal periods</i>) • Fast food • Ramen/Cup of Noodles • Caffeinated beverages • Hot Cheetos, Takis and similar products containing Red Dye 40, Blue 1 Blue 2, Green 3, Yellow 5, and Yellow 6 	<ul style="list-style-type: none"> • High sugar consumption can lead to diabetes and excessive weight gain. • Diets that include too much sodium can lead to high blood pressure and heart disease. • Foods high in fat can lead to high blood pressure, high cholesterol, excessive weight gain, and diabetes. • Caffeine is a stimulant, affecting your heart rate and blood pressure. Caffeine also has addictive properties- meaning the growing/developing body can become dependent. • Processed and artificially-flavored foods contain unhealthy chemicals and discourage healthy body development. • High amounts of red and yellow dyes and other irritant additives that are unhealthy and even dangerous for some students.

*Non-approved foods will be confiscated. Students receiving multiple infractions of this policy will be issued a referral. All student food consumption should take place during designated snack break and lunch periods in approved server 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
- Baked whole grain tortilla chips
- Baked chips (small portions)
- Low-fat or air popped popcorn without butter

Nut-Safe Campus Policy

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

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

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

What does this mean for parents and students?

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

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

NON-APPROVED NUTS AND NUT PRODUCTS
<ul style="list-style-type: none"> • Almonds • Brazil nuts • Cashews • Filberts • Hazelnuts • Macadamia nuts • Pecans • Pine nuts (<i>Pesto sauce is made of pine nuts</i>) • Pistachios • Walnuts

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

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

Mental Health Services

MWA recognizes that unidentified and unaddressed mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and violence. Access to mental health services at MWA and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. Our students can ask for support from MWA's division social worker by contacting the Main Office in person or by phone at 510-262-1511. The parent/guardian would then share their child's current grade and support needed (e.g. family divorce, grief/loss, concerned about depressive symptoms) in order to connect with the assigned social worker.

Suicide Prevention and Intervention

The Centers for Disease Control and Prevention (“CDC”) reports that suicide is the second leading cause of death among people 10 to 34 years of age in the United States[i]. MWA's Suicide Prevention and Intervention policy, along with MWA's Death Policy, outlines MWA's suicide prevention, intervention and postvention procedures to protect the health and well-being of all MWA students. Please see MWA's Death Policy for postvention procedures on how to respond to a student who has died by suicide or other circumstances. A full copy of the Suicide Prevention and Intervention Policy and MWA's Death Policy can be found on MWA's website or available by request.

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"> • History or signs of depression • History of mental illness • History of being abused or mistreated • History of self-injury • Tendency to be impulsive • Major physical illness • Affective disorders (i.e. mood disorders) • Previous suicide attempt(s) 	<ul style="list-style-type: none"> • Barriers to mental health services • Lack of community support • Homelessness • A death or relationship breakup • A job loss or change in financial security • Feeling unsafe • Family history of suicide • High stress family environment or dynamic • Academic or family crisis • Easy access to lethal materials 	<ul style="list-style-type: none"> • Risky health behaviors (e.g. substance abuse, unsafe sex practices, etc.) • Lack of support from other youth • Cultural or religious beliefs that suggest suicide as a solution • Exposure to suicide through the media, family, friends or co-workers • Unwillingness to seek help • Non-suicidal self-injury • Victimization at home or in school • Difficulty in school, failing grades, bullying others

It is important to bear in mind that the large majority of people with mental disorders or other suicide risk factors do not engage in suicidal behavior.

Protective factors for suicide are characteristics or conditions that may help to decrease a person's suicide risk. While these factors do not eliminate the possibility of suicide, especially in someone with risk factors, they may help to reduce that risk. Protective factors for suicide have not been studied as thoroughly as risk factors, so less is known about them.

Protective factors for suicide include:

- Easy access to effective, culturally competent care
- Support from medical and mental health care professionals
- Coping, problem solving and conflict resolution skills
- Restricted access to highly lethal means of suicide (e.g. firearms)
- Strong connections to family members
- Connectedness to safe schools
- Academic, artistic, athletic achievements

- Nonviolent problem solving and conflict resolution
- Family acceptance for their sexual orientation and/or gender identity
- Positive connections with friends who share similar interests
- Cultural and religious beliefs that discourage suicide
- Positive role models and self esteem

Note that protective factors do not entirely remove risk, especially when there is a personal or family history of depression or other mental disorders.

Re-Entry Procedures

When a student returns to school after a mental health crisis, the Dean(s) of Students and 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

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:

Sonja Jackson, Social Worker

4123 Lakeside Drive, Richmond, CA 94806

(510) 262-1511

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434a):

- Are sharing the housing of other persons **due to loss of housing, economic hardship, or a similar reason**; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations,

or similar settings; and/or

- Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent/guardian during student registration and re-enrollment. In the case of unaccompanied youth, the status is determined by the MWA Liaison.

A copy of [MWA's annual notice on Homeless Youth](#) is located in the appendices section.

Foster Youth

The following definitions apply:

1. “Foster youth” refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. “Former juvenile court school students” refers to a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to MWA.
3. “Child of a military family” refers to a student who resides in the household of an active duty military member.
4. “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to MWA from another Local Educational Agency (“LEA”), either within California or from another state, in order that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. “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. Use of online platforms not provided by MWA for learning and instruction, or for communication.**
 - c. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
 - d. Installing software on MWA equipment without the permission of a teacher or other authorized MWA staff person.
 - e. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
 - f. Conducting any activity that is in violation of MWA policy, the student code of conduct or local, state or federal law.
 - g. 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.
 - h. Using MWA technology to engage in political activities or conducting for-profit business.
 - i. Using hacking tools on the network or intentionally introducing malicious code or viruses into MWA's network.

- j. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
 - k. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
 - l. 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.
 - Students are not allowed to use online platforms for communication or for other purposes unless it is officially sanctioned by the school or if directed to do so by an instructor or MWA staff person.

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

Students may not carry or possess, or use privately owned Chromebooks, laptops, or tablets at school and school-sponsored activities held at the school. Students must use their MWA issued Chromebook when on campus to complete their work and no personal Chromebooks, laptops, or tablets will be allowed.

MWA believes that cell phones/electronics are disruptive to the educational environment and therefore are completely restricted during instructional time (unless specifically authorized by a teacher for instructional purposes). All cell phone and electronic devices should be turned off and not visible during instructional time. Students using a cellphone or electronic device during an unauthorized time will have the item confiscated. In accordance with Assembly Bill 3216, the Phone-Free School Act, MWA reserves the right

to implement additional measures to restrict the use of cell phones or electronic devices on campus throughout the school day (not just instructional time). Additional measures include but are not limited to the use of lockable pouches, designated lockers, caddies, or bins, etc.

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 the first time.

- 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 students can pick it up at the end of the day when they are going home.
- Continued violation of the policy may lead to loss of privileges

Camera or audio recording functions of electronic devices may pose threats to the personal privacy of individuals, be used to exploit personal information, or compromise the integrity of educational programs. Accordingly, use of the audio recording or camera functions of electronic devices will be strictly prohibited on school premises at all times. The violation of one's privacy in such a manner will result in school and/or district consequences, including law enforcement referral. If a student is found using a cell phone or electronic devices to cyberbully, plagiarize, harm or disrupt the learning environment for other students they may be subject to disciplinary action including and up to Suspension and/or Expulsion.

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.

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. Repeated violations of this policy will result in a parent/guardian meeting and possible additional consequences.

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. Students bringing personal devices to campus are doing so at their own risk. The school shall not assume responsibility for unauthorized calls made with an electronic device. If devices are loaned to and misused by non-owners, device owners are jointly responsible for the misuse or policy violation(s). Individuals wishing to report a violation of this policy should contact a dean, dean office administrator, principals and school administrator.

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.

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 **pass**.

If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. MWA shall make reasonable efforts to notify parents/guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by MWA, consistent with the law. The MWA Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

Visitor Conduct While on Campus

In order to maintain a safe and productive learning environment for students and staff, we request that visitors adhere to the following:

- Enter and leave the classroom as quietly as possible.
- Do not converse with students, teachers or other instructional assistants during the visit unless given permission.
- Visitors should not address nor confront other students.
- Keep the length and frequency of classroom visits reasonable, based on the activity being observed.
- No electronic listening or recording device may be used in a classroom without the Assistant Principal or designee's permission. No recordings may be published publicly.
- Visitors are expected to conduct themselves as professionals, and as such this entails not entering campus under the influence of alcohol or drugs. Nor should visitors show up smelling like drugs, e.g., marijuana. If the visitor does not meet the stated expectations they will be asked to leave the premises.

Parents/Guardians, Visitors Shall Not:

- Be permitted access to the campus if they are registered sex offenders without prior permission from the Chief Executive Officer or their designee in accordance with Penal Code 626.81. The request must be received by the school no later than 21 school days prior to the first date the person is requesting to be on campus.
- Willfully interfere with the behavior management, order or conduct in any classroom or school activity with the intent to disrupt, obstruct, or inflict damage to property or bodily injury to any person.
- Disrupt class work, extracurricular activities or cause disorder in a place where a school employee is required to perform their duties.
- Willfully interfere with or disregard any safety-related operations and procedures (e.g. moving traffic cones for convenience), including for student sign-out, arrival and dismissal.
- In accordance with Penal Code 626.10 PC, bring or possess any dangerous weapon on school grounds.

Administrator Authority

All visitors who enter MWA and fail to adhere to the visitor policy, or who defy the school policy and administration's authority, may be reported to the appropriate police agency and may be subject to criminal charges.

Parent/Guardian Rights

- Parents have the right to observe classrooms in which their child is enrolled after making a request **at least 5 school days in advance.**
- 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 School Safety Plan. A Letter to the Public describing annual updates to the plan is posted on the MWA website and a copy of desired sections 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 with students the first three (3) times that drill type is held during the school year, and thereafter as needed. 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 required 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 seek support from the Student Services Team or speak with any 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 signed and 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 signed and collected via ParentSquare

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

Appendix C: 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.

Appendix D: Annual Notices for Academic Programs

California Assessment of Student Performance and Progress (“CAASPP”)

MWA shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress.) Notwithstanding any other provision of law, a parent’s or guardian’s written request to school officials to excuse their child from any or all parts of the CAASPP shall be granted.

Teacher Qualifications

All parents may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals including at a minimum:

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

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

Workplace Readiness Week and Work Permits

The week of each year that includes April 28 shall be known as “Workplace Readiness Week.” All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Beginning August 1, 2024, any minor seeking the signature of an MWA verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at: <https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf>

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>

MWA shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

Upper School Interscholastic Athletics Program Annual Notice

Interscholastic Athletic Participation is an enriching co-curricular opportunity for the students in the Upper School. While all students are welcomed to try out and participate, there are expectations set by the Bay Area Conference (BAC), North Coast Section (NCS) and California Intercollegiate Federation (CIF), the three governing bodies for our participation in high school athletics. In addition, MWA has expectations for its student athletes as well.

Participation in athletics helps teach resilience, teamwork, cooperation, sportsmanship, dedication, perseverance, fitness, and so much more. Please be advised that parents/guardians must sign a concussion/head injury information sheet on a yearly basis if their student is an athlete on any of the MWA's athletic teams. This does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course. For eligibility and participation requirements, please review our MWA Athletics Participation Policy located at the upper and middle school offices.

- For a full list of sports offered at MWA, visit our [Interscholastic Athletics](#) and [MS Athletics](#) pages on the MWA website

Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because MWA has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed healthcare provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

Opioid Information Sheet

MWA annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete's parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to MWA before the athlete initiates practice or competition. The fact sheet is available at:

<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

Sudden Cardiac Arrest

MWA is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at MWA must review the information sheet on sudden cardiac arrest via the link below and provided prior to participation:

http://assets.ngin.com/attachments/document/0115/1081/Sudden_Cardiac_Arrest_Info_.pdf.

English Learners

MWA is committed to the success of its English learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. MWA will meet all applicable legal requirements for English learners as they pertain to annual notification to parents, student identification, placement, program options, English learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. MWA will implement policies to assure proper placement, evaluation, and communication regarding English learners and the rights of students and parents.

Sexual Health Education

MWA offers comprehensive sexual health education to its students. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. MWA does not require active parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to MWA.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by MWA personnel or outside consultants. When MWA chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
 - The date of the instruction
 - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students’ health behaviors and risks may be administered to students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey (“opt-out”). Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to MWA.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if MWA has received a written request from the student’s parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Tests on Personal Beliefs

Unless a parent or guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student’s, or their parents’/guardians’ personal beliefs or practices in sex, family life, morality, or religion.

California Healthy Kids Survey

MWA will administer the California Healthy Kids Survey (“CHKS”) to fifth and sixth grade students whose parents provide written permission, and seventh through twelfth graders whose parents provide passive consent. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables MWA to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Animal Dissections

Students at MWA perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student’s moral objection to

dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof. Students choosing an alternative educational project shall pass all examinations of the respective course of study in order to receive credit for that course of study. However, if tests require the harmful or destructive use of animals, a student may, similarly, request alternative tests as set forth above.

Diabetes Annual Notification to Parents

MWA will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

The information sheet can be found at: <https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

MWA will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet may include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at:

<https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

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.

Parents should also note the risk of social media platforms being used as a way to market and sell synthetic drugs, such as fentanyl.

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.

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 associated with race, including,

but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, **or any combination of those characteristics**, association with a person or group with one or more of these actual or perceived characteristics, **or any combination of those 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.

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.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom MWA does business, and all acts of MWA's Board of Directors (“Board”) in enacting policies and procedures that govern MWA.

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:

Elizabeth Martinez, Chief Operating Officer
compliance@mwacademy.org
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511

Harassment

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments, or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above;
- Retaliation for reporting or threatening to report harassment;
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Sexual Harassment

In accordance with Title IX (20 U.S.C. § 1681 et seq.; 34 C.F.R. Part 106) 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.

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).

Under California Education Code section 212.5, 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.

Examples of conduct that may fall within the Title IX definition of sexual harassment, the Education Code definition of sexual harassment, or both:

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 hate violence and/or create 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, 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 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 the 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 its 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 **and provides its certificated employees with information on existing school and community resources related to the support of these groups.** 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:

- Are written and signed;
- Filed by an individual who alleges that they have 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
- 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 sexual harassment grievance procedures listed below in addition to its UCP when applicable.

Submitting a Report or Complaint

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 when 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.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Coordinator as soon as possible after the incidents giving rise to the report or complaint. If a complaint is against one of the Coordinators, the complaint may be submitted to the other Coordinator.

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 and complaints 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 and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable 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 Title IX training and/or instruction concerning sexual harassment as required by law.

Supportive Measures Under Title IX

Upon the receipt of a report of sexual harassment or a 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 or complaint of misconduct prohibited by this policy, the Coordinator or administrative designee will promptly initiate an investigation. At the conclusion of the investigation, the Coordinator or designee will notify the complainant of the outcome of the investigation. However, the Coordinator or 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.

If the complaint is against one of the Coordinators, the other Coordinator or designee will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

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 thirty (30) school days. If the Coordinator determines that an investigation will take longer than thirty (30) school days and needs to be delayed or extended due to good cause, the Coordinator or designee will inform the complainant and any respondents in writing of the reasons for the delay or extension. **The entire Title IX process, including informal resolution, opportunities to respond, and determination of responsibility may take ninety (90) calendar days or longer, depending on the complexity of the investigation and the issues raised.**
- 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 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 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 for purposes of sexual harassment under Title IX. 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, for complaints within the scope of this Policy other than formal complaints of sexual harassment, 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 President of the Board, who will serve as the appeal decision maker or designate an appeal decision maker.
- 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 associated with race, such as hair texture and hairstyle, including but not limited to braids, locs, and twists);
- Gender (including gender identity, gender expression, and transgender identity, whether or not the individual 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.

The MWA Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The MWA Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

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.

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
- **The California College Guidance Initiative (CCGI) in order to do both of the following:**
 - **Provide pupils and their families with direct access to online tools and resources for college and career planning.**
 - **Enable a pupil to transmit information shared with the California College Guidance Initiative to both of the following: (1) Institutions of higher education for purposes of admissions and academic placement; and (2) the Student Aid Commission for purposes of determining eligibility for and increasing uptake of student financial aid.**

Please visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

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) or 244(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
 - 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 MWA.

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

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.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by MWA. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

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"/> Former Juvenile Court School students |
| <input type="checkbox"/> Child Care & Development Programs | <input type="checkbox"/> Student Fees | <input type="checkbox"/> Students from Military Families |
| <input type="checkbox"/> Foster/Homeless Youth | <input type="checkbox"/> No Child Left Behind Prog. | <input type="checkbox"/> Migratory students |
| | <input type="checkbox"/> Pregnant, Parenting or Lactating students | |
| | <input type="checkbox"/> Every Student Succeeds Act | |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|---------------------------------|--|---|
| Age | Gender / Gender Expression / Gender Identity | Sex (Actual or Perceived) |
| Ancestry | Genetic Information | Sexual Orientation (Actual or Perceived) |
| Color | Nationality/National Origin | Based on association with a person or group with one or more of these actual or perceived characteristics |
| Disability (Mental or Physical) | Race or Ethnicity | |
| Ethnic Group Identification | Religion/Religious Affiliation | |
| Immigration Status/Citizenship | Marital Status | |
| Medical Condition | | |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any MWA personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.

☐ Yes

☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

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

Appendix J: Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Complaint Form

Your Name: _____ Date: _____
Date of Alleged Incident(s): _____
Name of Person(s) you have a complaint against: _____
List any witnesses that were present: _____
Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements and conduct; what, if any, physical contact was involved; any verbal statements; 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/guardians¹ are notified in writing upon enrollment of all behavior management and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available on request at the Front Offices.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom MWA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. MWA will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of behavior management on a student identified as an individual with disabilities or for whom MWA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian, 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

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

- Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage² or intoxicant of any kind
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of their own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. .
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

² AB 2711 prohibits the suspension of a pupil who voluntarily discloses, in order to seek help through services or supports, their use of a controlled substance, alcohol, intoxicants of any kind, or a tobacco product, solely for that disclosure.

- 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 as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289, or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

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 Charter School Board following a hearing before it or upon the recommendation of a Hearing Officer or an Administrative Panel, to be assigned by the Board as needed. The Hearing Officer shall be assigned at the start of the school year and neither a teacher of the student nor a member of the Board. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Hearing Officer or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

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 Chief Executive Officer or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event a Hearing Officer or 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 (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (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:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. 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

1st 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

Social Worker

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. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in mwa before January 1, 2024. MWA may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.
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:

Social Worker

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 (5th) 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
- School leaders will create appropriate opportunities to address any issues of concern.
- Parents/guardians and students 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 student drop-off and pick-up lines.
- 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 **Principal** 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 **Principal** 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 **Principal** 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 **Principal** 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).

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, PowerSchool, 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? _____

Appendix S: Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

Making Waves Academy (MWA) provides access to technology devices, the internet, and data systems for educational purposes to the student(s). This Acceptable Use Policy (AUP) governs students' electronic activity using Making Waves Academy technology, the internet, and data systems, regardless of location.

For example, MWA technology, internet, and data systems include but are not limited to

- Chromebooks
- Laptops
- Laptop & Chromebook Chargers
- Headphones/wired earbuds
- Internet
- Wifi HotSpots
- Built-in Webcams
- MWA Network
- MWA Email Account
- MWA Subscription to Digital Educational Programs

Those resources will hereafter be referred to as "MWA Technology." This policy intends to provide all students with a safe and conducive learning environment. This policy informs students and their families about the acceptable uses of MWA Technology.

Students must comply with this policy at all times when using MWA Technology (including but not limited to all items listed above), whether inside or outside of MWA campuses. No student may use MWA Technology until the agreement at the end of this policy has been signed by the student and their parent(s) or guardian(s), as applicable, and returned to MWA. MWA reserves the right to change this policy at any time and will inform students and families of any material change. Continued use of MWA Technology following MWA's notification of revisions to this policy constitutes acceptance of those revisions.

Guiding Principles

- Online tools are used in our classrooms, school, and central office to increase community engagement, student learning, and core operational efficiency.
- MWA has a legal and moral obligation to protect the personal data of our student(s).
- Nothing in this policy shall be read to unlawfully limit an individual's constitutional rights to freedom of speech or expression or to unlawfully restrict a student's ability to engage in concerted, protected activity with a fellow student regarding the terms and conditions during their time at Making Waves Academy.

IT & Device Support

MWA provides installation, synchronization, and software support for electronic devices issued by MWA. MWA-issued devices must be regularly connected to the MWA network in order to get software and virus protection updates. All MWA-issued electronic devices must be password-protected to prevent unauthorized use in the event of loss or theft. All students who request support should email ithelpdesk@mwacademy.org.

Passwords

Students must comply with the password requirements established by Making Waves Academy when logging into or using MWA Technology. Students are provided with MWA email addresses and passwords to support their use

of MWA Technology. Students **MUST** not share their passwords and must take extra precautions to avoid phishing emails that request passwords or other personal information.

Compliance Requirement for Students

MWA Leadership reviews the AUP annually and distributes it to student families during enrollment or re-enrollment. Students must attest that they have read and will abide by the AUP annually. MWA encourages parents and guardians to discuss this policy with their children to ensure they comprehend and adhere to it.

Student AUP & other Agreements

Students are responsible for following this policy in addition to [Student Bring Your Own Device \(BYOD\) Policy](#), and the [Student Device\(s\) Repair, Replacement Policy and Insurance Agreement](#). Copies of these documents are included in the electronic registration packets for families and students. These documents are given to all student(s) at the beginning of the school year in the student technology packet during enrollment/re-enrollment. It is expected that parents/guardians go over these documents with their student(s). After going over the all student policy documents together, student(s) and their parents/guardians **MUST** sign these forms and submit them to confirm they have been completed. Before students can use the Internet, they must sign this agreement with their parent(s) or guardian(s) signature. An electronic copy will be kept on file.

Procedures Governing Travel with MWA Technology

While cell phones, laptops, and other electronic devices have become necessities, traveling with such devices occasionally poses challenges.

MWA students are not permitted to travel with their MWA equipment. Implementing the procedures outlined in this document ensures the integrity of MWA devices and student data. Under restricted conditions, travel with MWA devices shall be permitted in accordance with the procedures outlined below:

Although MWA prohibits travel with MWA devices in general, MWA acknowledges that there are circumstances in which a student must travel with an MWA device. To support MWA students' needs while also ensuring the secure use of MWA devices and the safety of student information and data, all students who need to travel with MWA Technology shall follow the following procedures:

- Students or their parent(s)/guardian(s) are required to inform the school administration of their travel plans at least 15 days in advance to determine the type of technical support required.
- If students do not have Chromebook insurance, we recommend purchasing it at thirty-five dollars (\$35) before traveling to cover any loss or damages. *(If you have purchased Chromebook insurance during registration/re-enrollment, student devices are automatically covered.) If an MWA device is damaged or lost and the student's parent/guardian has not purchased Chromebook insurance prior to the damage or loss, the student's parent/guardian will be responsible for the full replacement costs as set forth below.*
- Students and their parent(s)/guardian(s) are required to comply with all applicable laws, regulations, and ordinances governing their usage and the MWA Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement when using or traveling with an MWA device.
- Students and their parent(s)/guardian(s) must review and agree to the following recommendations before the scheduled trip.

During travel while using MWA technology, students and parents/guardians agree to adhere to the following:

Connect only to known Wi-Fi networks. To deceive unsuspecting travelers, anyone can create a network and give it a name that sounds authentic. These connections allow criminals to capture personal information transmitted through the network. This is especially common at public cafés, hotel lobbies, and airports.

Know what technologies, goods, and devices are subject to restrictions and export control licensing. If traveling to sanctioned countries or destinations that are otherwise impacted by export control restrictions.

Know what technologies and devices are subject to restrictions. If traveling to sanctioned countries or destinations that are otherwise impacted by export control restrictions, Know that when traveling with devices, be aware of which countries restrict or require licenses for the importation of such devices/software (e.g., Cuba, Belarus, Burma/Myanmar, China, Hungary, Iran, Israel, Kazakhstan, Moldova, Morocco, Russia, Saudi Arabia, Tunisia, Ukraine)

*** For example, Zoom video conferencing is prohibited or restricted in the following countries; use this [LINK](#) to see the entire document. ***

- Cuba: For regulatory reasons, this country's users cannot access Zoom services.
- Iran: For regulatory reasons, users in this country cannot access Zoom services.
- North Korea: For regulatory reasons, users in this country are currently unable to access Zoom services.
- Syria: For regulatory reasons, users in this country are currently unable to access Zoom services.
- Ukraine (Crimea Region): For regulatory reasons, users in this region are currently unable to access Zoom services.

Do not leave your device unattended. Physically having control of your device is the easiest way for someone to access your data. If you ever leave your computer, make sure to secure it. Turn it off completely rather than using sleep mode. This makes unauthorized access more difficult.

Do not use untrusted accessories. Never plug in an untrusted accessory, including charging tools. Additionally, never use gifted or found USB or thumb drives.

Do not enter your credentials on untrusted or public-access computers. Public computers, such as those in a hotel business center or internet café, are frequently poorly managed and provide users with minimal security protection.

Connect only to known Wi-Fi networks. Anyone can create a network and give it a name that sounds authentic to deceive unsuspecting travelers. These connections allow criminals to capture personal information transmitted through the network or the Internet. This occurs frequently in public cafés, hotel lobbies, and airports.

Turn off your Wi-Fi and Bluetooth when not in use. Some devices connect to Wi-Fi automatically. Make sure that this feature is disabled on your device. The best practice is to turn off Wi-Fi and Bluetooth when not in use.

Practice safe web browsing. The websites you visit online hold valuable data about you. **Do not click through system or application warnings or error messages.**

Be aware of targeted social engineering. ** This can take many forms, such as a dining invitation, shared ride, calendar invite, or an appeal to your helpfulness. **

Note: **Providing details about your plans or personal life on social media makes targeting even easier. Avoid providing any travel details online in a publicly accessible format.**

After travel, we recommend you consider the following:

Reset Passwords Used. Make sure to reset the password you used during the trip on a trusted device to which you have access.

Whenever possible, students or their parent or guardian(s) must notify the MWA IT Team via email at ithelpdesk@mwacademy.org of any technical difficulties with the MWA device and/or the loss of an MWA device while traveling with an MWA device. Students or their parents or guardians shall also contact the Chromebook insurer and comply with all applicable requirements pursuant to the insurance coverage.

Consequences of Breach of Policy

Using all MWA technology resources is a privilege, not a right. Using MWA's Internet systems and devices, the student agrees to follow all applicable laws and regulations and MWA regulations, policies, and guidelines. Students are encouraged to report misuse or breach of protocols to appropriate personnel, including building administrators, direct supervisors, and the instructional, applied tech, and information technology teams. Abuse of these privileges may result in consequences including but not limited to:

- Suspension or cancellation of use or access privileges.
- Payments for damages or repairs.
- Discipline under appropriate School Division policies, subject to any collective bargaining obligations.
- Liability under applicable civil or criminal laws.

Communication & Social Media

Students are provided with MWA email accounts and online tools to enhance communication within the organization and with the community. Communication should be consistent with the professional practices used for all correspondence. When using online tools, members of the MWA community will use appropriate behavior:

a) When a student of the Making Waves Academy is communicating by sending an email

b) When the communication impacts or is likely to impact the classroom or working environment at Making Waves Academy

Student(s), staff, and faculty must know that data and other material/files maintained on MWA's systems may be subject to review, disclosure, or discovery. MWA reserves the right to employ and review the results of software that searches, monitors, and/or identifies potential violations of the Technology Acceptable Use Policy. Students should be aware that their files may be discoverable in court and administrative proceedings and in accordance with public records laws. Students should have no privacy expectations regarding the contents of their files and records of their online activity while on MWA Technology. MWA does not encourage student(s), staff, and faculty to store personal data on MWA technology; MWA cannot be responsible for the loss or damage of such data. Using personal email and communication tools for school business is strongly discouraged and may expose an individual's account and search history to disclosure under applicable laws. MWA will cooperate fully with local, state, and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with MWA policies or government regulations.

Important Laws³

Freedom of Information Act (FOIA) - The FOIA is a law that allows releasing government documents at an individual's request. A FOIA request can be made to the Making Waves Academy for electronic documents/communications stored or transmitted through district systems unless that information could be detrimental to governmental or personal interests. For more information, visit <http://www.foia.gov>

Family Educational Rights and Privacy Act (FERPA) - The FERPA law protects the privacy, accuracy, and release of information for students and families of the Making Waves Academy. Personal information stored or transmitted by agents of the Making Waves Academy must abide by FERPA laws. MWA is required to protect the

³ The list of definitions (laws and other relevant definitions) is not exhaustive

integrity and security of student and family information. For more information, visit <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.

Children's Internet Protection Act (CIPA) requires schools that receive federal funding through the E-Rate program to protect student(s), staff, and faculty from harmful or inappropriate content. Making Waves Academy must filter internet access for inappropriate content, monitor minors' internet usage, and educate students on safe and appropriate online behavior.

Cost of Equipment

If a violation of this policy results in willful damage to school devices or accessories, pursuant to Education Code Section 48904, the parent or guardian of a minor student shall be liable for the replacement cost for the school devices or accessories, up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. The Division Director or his/her designee will decide the amount that needs to be reimbursed, which will not exceed the device's original cost or equipment. MWA may, after affording a pupil who has willfully cut, defaced, or otherwise injured MWA devices or accessories his or her due process rights and notifying his or her parent in writing, withhold the grades, diploma, and transcripts of the pupil responsible for the damage or loss until the pupil or the pupil's parent or guardian has paid for the damages. When the minor and parent cannot pay for the damages, MWA will provide a voluntary work program for the minor instead of monetary damages. A student over the age of majority shall be liable for the same and have the same voluntary work option.

Roles and Responsibilities

1. The Information Technology (IT) Director, or their designee, will serve as the coordinator to oversee access to MWA Technology and MWA's responsibility, limitations, and rights contained in this policy.
2. The Sr. School Director, or their designee, will be responsible for disseminating this policy and enforcing student responsibilities in their division.

Student Responsibilities When Using MWA Technology:

	I WILL	I WILL NOT
General Use	<ul style="list-style-type: none"> • Use MWA Technology for educational purposes only • Follow teacher and administrator instructions at all times • Exclusively use the e-mail account provided by MWA • Check my MWA e-mail daily • Comply with state and federal law⁴ 	<ul style="list-style-type: none"> • Use MWA technology for non-educational purposes such as, but not limited to, commercial, illegal, religious, recreational, or political activities. • Use my personal email account.
Digital Citizenship	<ul style="list-style-type: none"> • Digital Citizenship training is provided to all students, and is delivered through the Vector Training, K-12 Student Platform. • The digital citizenship training is mandatory for all students. • Use appropriate, professional language in all digital communication • Report any inappropriate (vulgar, profane, sexually explicit, hate-based, 	<ul style="list-style-type: none"> • Create, search, save, display, use or circulate inappropriate material, which includes, but is not limited to: <ul style="list-style-type: none"> ○ Vulgarity ○ Profanity ○ Sexually explicit content ○ Hate-based, discriminatory, derogatory, or offensive content • Harass or bully others online

⁴ See the [Important laws](#) section for more details

	<p>discriminatory, derogatory, or offensive) content to a teacher or administrator</p> <ul style="list-style-type: none"> • Report any suspicion of digital harassment or cyberbullying to a teacher or administrator • Notify a teacher or an administrator immediately if I believe my student account has been compromised • Take any digital citizenship course required by teachers or administrators, including but not limited to: cyber ethics, cybersecurity, digital safety, and cyberbullying • Always cite the source of information I find online • Check if the materials I find online are protected by copyright before using it 	<ul style="list-style-type: none"> • Make public a message that was sent privately to me without authorization from the sender. • Download large files unless necessary for educational purposes • Send chain letters or engage in spamming • Plagiarize others' work without proper citation or permission • Claim to be the author of material created by others • Illegally download materials protected by licensing, copyright, or other intellectual property laws, including music and movies • Load software without permission • Engage in or support cyberbullying
Student Safety	<ul style="list-style-type: none"> • Protect my password • <i>Log off at the end of every session</i> • <i>Keep in mind that all my digital and online activities cannot be permanently erased.</i> • Pay attention to all security warning messages. • Notify a teacher or administrator if I receive any digital communication that makes me feel unsafe or uncomfortable. • Notify a teacher or administrator if I see anything on the internet that makes me feel unsafe. 	<ul style="list-style-type: none"> • <i>Allow others to use my account</i> • <i>Send my password by e-mail or digital messaging</i> • <i>Share personal information (address, phone, SSN, date of birth, photos, etc.) with strangers, or make it public</i> • <i>Meet in person with someone I met online.</i> • <i>Accept a friend invitation on social networks from someone I don't know</i> • <i>Post photos of others without their permission</i> • <i>Post private information about another person</i> • <i>Opening e-mails from people who I don't know and don't work at MWA</i> • <i>Click on links or open files sent by people who I don't know and don't work at MWA</i>
Devices and Network	<ul style="list-style-type: none"> • Report security problems or breaches to a teacher or administrator • Keep in mind that the school owns the device and networks, and there is no expectation of privacy while I'm using them, inside or outside of MWA campuses • Take good care of all devices 	<ul style="list-style-type: none"> • Bypass security or internet filters (install or utilize proxies) • Attempt to capture others' password • Attempt to modify unauthorized settings • Impersonate or pretend to be someone else online • Attempt to gain access to restricted or unauthorized accounts, network services, or devices (hacking) • Tamper with computer hardware or software • Vandalize data, devices, or any technology resources provided by MWA • Invoke computer viruses or malware • Attempt to interfere with the device antivirus or any security application on any device or system. • Attempt to modify or obscure my IP address or that of others • Work directly on teacher or MWA websites without express written permission from the

		<p>Making Waves Academy IT Director</p> <ul style="list-style-type: none"> • Create unauthorized wireless networks to access MWA's network. MWA networks include establishing wireless access points, wireless routers, and open networks on personal devices
Device Care	<ul style="list-style-type: none"> • Close the lid and use both hands when transporting it • Put it inside a backpack to transport it outside of school • Power down when not using it • If I take it home, charge it at home every night <ul style="list-style-type: none"> ◦ In case I'm unable to charge it at home for reasons outside of my control, I will notify a teacher or administrator. • Inform IT immediately of any malfunction by reporting the issue to a teacher or administrator or who can direct me to the IT office for support. • Keep it in a secure place at all times • Use it on stable surfaces • File a police report in case of theft and provide it to MWA within two (2) business days of the incident. • Return it to MWA when requested 	<ul style="list-style-type: none"> • <i>Loan it to other individuals.</i> • <i>Place heavy objects on top of it</i> • <i>Alter its appearance or function in any way</i> (including stickers, markers, etc.) • Eat or drink while using it • Leave it unattended (including inside a car) • Place it in locations prone to be damaged, i.e., on a playground, sports field, or thoroughfare. • Keep it near young children or pets • Remove factory or MWA tags • Intentionally damage or disrupt it • Connect unauthorized equipment to it, including USB devices and SD cards • Disassemble or attempt to repair it
Loss/Theft	<ul style="list-style-type: none"> • Students must take reasonable measures to prevent a device from being lost or stolen. 	<ul style="list-style-type: none"> • If an MWA device is lost or stolen, the student must immediately notify the appropriate school staff, their direct supervisor, local authorities, and the MWA IT Service Desk via email at ithelpdesk@mwacademy.org or schedule an appointment using the IT Curbside Support Calendar.
Distant Learning /Video Meetings	<ul style="list-style-type: none"> • Disable cameras and microphones before entering a video meeting • Only enable cameras and microphones when instructed • Use the appropriate tools to ask a question • Be the only person on camera • Be in a safe and appropriate environment • Report any unsafe behavior to the Dean of Students 	<ul style="list-style-type: none"> • Display inappropriate content on cameras. • Screenshare inappropriate content • Say inappropriate content on microphones • Write inappropriate messages • Spam chat

Making Waves Academy Responsibilities, Limitations, and Rights

General Use

MWA will provide students access to technology for educational purposes. MWA reserves the right to revoke or restrict student usage of technology at times to apply disciplinary actions for violations of this policy.

Limitation of Liability

1. MWA makes no warranties of any kind, express or implied, that the functions or the services provided by MWA technology would be error-free or without defect. MWA will not be responsible for any damage students may suffer, including but not limited to loss of data, missed deliveries, or service interruptions.

The student and parent agree not to hold MWA for the accuracy or quality of the information obtained through or stored on MWA technology or for any claim of damage, negligence, or breach of duty resulting from using MWA technology. MWA will not be responsible for financial obligations arising from a student's unauthorized system use.

2. Students will indemnify and hold MWA harmless from any losses sustained by MWA due to intentional misuse of MWA technology.
3. MWA will not support MWA technology when the school is not operating (after school hours, holidays, and breaks).
4. Parents/guardians are required to supervise and monitor their child's use of MWA Technology, including but not limited to their child's access to the internet and any online services through MWA Technology at any and all times during which any MWA Technology is being used by their child outside school facilities or school hours to ensure compliance with this policy.

Content Filtering

MWA has installed Internet filtering software in a best-effort attempt to block student access to inappropriate and/or harmful content on the Internet. No filtering technology is perfect, and this technology may occasionally fail. In the event that the filtering software is unsuccessful and student(s), staff, and faculty gain access to inappropriate and/or harmful material, MWA will not be liable.

MWA filtering systems adhere to the US Congress-enacted CIPA (Children's Internet Protection Act) guidelines, updated 2011: <http://www.fcc.gov/guides/childrens-internet-protection-act>

Guidelines for Online Communication

MWA Advises students:

- Never share passwords, personal data, or private photos online.
- Consider what they are doing carefully before posting, and emphasize that comments cannot be retracted once posted.
- That personal information revealed on social media can be shared with anyone, including parents, teachers, administrators, and potential employers. Students should never disclose information that would make them uncomfortable if the world had access to it.
- Consider how it would feel to receive such comments before commenting about others online.

Solicitation

The MWA Solicitation Policy prohibits web announcements and online communication promoting a business, with exceptions if benefits are judged sufficient and adhere to MWA policies.

Privacy

Student(s) should not expect privacy while using MWA technology.

1. MWA reserves the right to monitor internet use through its system at all times.
2. As the Children's Internet Protection Act (CIPA) requires, MWA will monitor students' online activities. Such monitoring may reveal that the student has violated or may be violating the MWA Technology Acceptable Use Policy, the Student-Family Handbook, discipline policies, or the law.
3. MWA reserves the right to employ and review the results of software that searches, monitors, and/or identifies potential violations of the Technology Acceptable Use Policy.
4. Students should be aware that their files may be discoverable in court and administrative proceedings and in accordance with public records laws.
5. Students should have no privacy expectations regarding the contents of their files and records of their online activity while on MWA Technology. MWA does not encourage student(s), staff, and faculty to store personal data on MWA Technology - MWA cannot be responsible for the loss or damage of such data.
6. MWA will cooperate fully with local, state, or federal officials in any lawful investigation concerning or relating to illegal activities conducted through MWA Technology.

Important Laws⁵

1. Relevant Laws:

a. Copyright - A form of protection provided by the United States laws for "original works of authorship," including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations. Violations of copyright law that occur while using the MWA network or other resources are prohibited and can create liability for the district and the individual. MWA student(s), staff, and faculty must comply with regulations on copyright plagiarism that govern the use of material accessed through the MWA's network. "Copyright" literally means the right to copy but has come to mean that body of exclusive rights granted by law to copyright owners to protect their work. Copyright protection does not extend to any idea, procedure, process, system, title, principle, or discovery. Similarly, names, titles, short phrases, slogans, familiar symbols, mere variations of typographic ornamentation, lettering, coloring, and listings of contents or ingredients are not subject to copyright.⁶ student(s), staff, and faculty will refrain from using materials obtained online without requesting permission from the owner of the material's use has the potential of being considered copyright infringement. MWA will cooperate with copyright protection agencies investigating copyright infringement by students of Making Waves Academy's computer systems and network.

b. Plagiarism - To plagiarize is⁷:

- i. to steal and pass off (the ideas or words of another) as one's own
- ii. to use (another's production) without crediting the source
- iii. to commit literary theft
- iv. to present a new and original idea or product derived from an existing source
- v. unauthorized collaboration with peers or others

In other words, plagiarism is an act of fraud. As defined in section 3294 of the California Civil Code, "Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury.

c. Cyberbullying - is the "willful and repeated harm inflicted through the use of computers, cell phones, and other electronic devices." The key elements include the following:

- i. Willful: The behavior has to be deliberate, not accidental.
- ii. Repeated: Bullying reflects a pattern of behavior, not just one isolated incident.
- iii. Harm: The target must perceive that harm was inflicted.
- iv. Computers, cell phones, and other electronic devices: This, of course, is what differentiates cyberbullying from traditional bullying⁸

The most common places where cyberbullying occurs are⁹:

1. Social Media platforms, such as Facebook, Instagram, Snapchat, and Twitter
2. SMS (Short Message Service), also known as Text Messages sent through devices Instant Message (via devices, email provider services, apps, and social media messaging features)
3. Email - Bullying in all forms, including cyberbullying, is regulated by the California Education Code,¹⁰ and student(s), staff, and faculty found responsible for engaging in any form of bullying are subject to disciplinary action per the Family Handbook and Suspension and Expulsion Policy.

d. Hacking - is an unauthorized intrusion into a computer or a network. The person engaged in hacking activities is generally referred to as a hacker. This hacker may alter the system or security features to accomplish a goal that differs from the original purpose of the system¹¹. Accessing a computer system

⁵ The list of definitions (laws and other relevant definitions) is not exhaustive

⁶ Source: [US Copyright Office](#)

⁷ Source: [Plagiarism.org](#)

⁸ Source: [Cyberbullying Research Center](#)

⁹ Source: [Stopbullying.gov](#)

¹⁰ Source: Stopbullying.gov, [California State information](#). The California Code of Education can be found [here](#)

¹¹ Source: [Techopedia](#)

without authorization is illegal under various circumstances under the United States Code, Title 18, Chapter 47, Sec 1030¹².

2. Other Relevant Definitions

- a. Chain emails - are those that ask the recipient to forward the email to multiple people in the body or subject of the message. Many chain letter emails are hoaxes and/or scams, often considered security and privacy risks. If a person forwards the message, it will usually show the names and email addresses of everyone you have sent it to and possibly the addresses of everyone the last person (from which you received it) also sent it. The risk is that you need to know if an unscrupulous or malicious person will receive the email with all the email addresses and what they might choose to do with that list. Many consider chain e-mail to be a type of spam¹³.
- b. IP address - A unique number assigned by an Internet authority that identifies a computer on the Internet. The number consists of four groups of numbers between 0 and 255, separated by periods (dots). For example, 195.112.56.75 is an IP address¹⁴.
- c. Malware is full-blown malicious software, computer programs, or "malicious software," such as viruses, trojans, spyware, and worms. It typically infects a personal computer (PC) through email, websites, or attached hardware devices.
- d. Phishing is the act of sending an email that purports to be from a reputable source, such as the recipient's bank or credit card provider. It seeks to acquire personal or financial information. The name derives from the idea of "fishing" for information.
- e. Proxy or proxy sites - A proxy or proxy site hides the person's identity using them and allows access to content or websites blocked by the MWA firewall or content filters.
- f. Spam - Usenet messages flooded many newsgroups indiscriminately. The term is also loosely applied to junk mail¹⁵.

¹² Source: [Office of the Law Revision Counsel](#)

¹³ Source: [Webopedia](#)

¹⁴ Source: [Gartner IT Glossary](#)

¹⁵ Source: [Gartner IT Glossary](#)

Appendix T: Student Bring Your Own Device (BYOD) Policy

Scope

Privately Owned Electronic devices have become a common means of communication and information access in today's society. However, these devices have the potential of disrupting the orderly operation of the school. The school has therefore created this policy to govern the possession and use of privately owned electronic devices on school premises, during school hours, at school-sponsored activities, and on school transportation.

The Electronic Device Policy for school/district-owned electronic devices is stated in the [Acceptable Use Policy](#) signed by parents and students each year at registration.

Definition

For purposes of this policy, "Privately Owned Electronic Device" means any device that is used for audio, video, or text communication or any other type of computer or computer-like instrument that is not owned and issued by the school, including but not limited to:

- (a) a smart phone;
- (b) a smart or electronic watch;
- (c) a tablet, personal laptop/chromebook; and
- (d) a virtual reality device

Possession and Use of Privately Owned Electronic Devices

Students must adhere to the following guidelines:

- *Students may not carry or possess, or use privately owned Chromebooks, laptops, or tablets at school and school-sponsored activities held at the school.*
- *Students must use their MWA-issued Chromebook when on campus to complete their work; students are not allowed to use personal mobile devices such as laptops or tablets (i.e., iPads, Microsoft Surface, or Android tablets (i.e., Galaxy S6's) while accessing curriculum on MWA campus.*
 - Students may carry or possess privately owned cell phones, smart phones, and smartwatch devices at school and school-sponsored activities held at the school.
 - Reference the school's cell phone and electronics use policy for rules governing the use of cell phones and electronics during the school day.
 - Students may use privately owned cell / smart phones, and smartwatch devices before the first bell and after the final bell of the school day. These devices may be used outside of the school building, on school sidewalks, in parking lots, and on playing fields so long as they do not create a distraction or disruption.
 - Use of privately owned cell / smart phones, and smartwatch devices on school buses is at the discretion of the bus driver. Distracting behavior that creates an unsafe environment will not be tolerated.

Prohibitions

Privately Owned Electronic devices shall not be used in a way that threatens, bullies, humiliates, harasses, or intimidates any school-related individual. This includes students, employees, and guests. Devices should never be used in a way that violates local, state, or federal law. Devices shall not be used to access inappropriate

material on the Internet and World Wide Web while using school wifi services or internet connectivity, whether on or off school property. Privately owned electronic devices shall not be used during standardized assessments.

Confiscation

If a student violates this policy, by bringing their personal device to campus, then his/her/their privately owned electronic device may be confiscated. When an employee confiscates a device under this policy, he/she/they shall take reasonable measures to label and secure the device and turn the device over to a school administrator as quickly as the employee's duties permit.

Potential Disciplinary Actions

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 the first time.

- 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 students can pick it up at the end of the day when they are go

Security of devices

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. Students bringing personal devices to campus are doing so at their own risk. The school shall not assume responsibility for unauthorized calls made with an electronic device. If devices are loaned to and misused by non-owners, device owners are jointly responsible for the misuse or policy violation(s).

Reporting

Individuals wishing to report a violation of this policy should contact a dean, dean office administrator, principals and school administrator.

Prohibitions on camera or audio recording

Camera or audio recording functions of electronic devices may pose threats to the personal privacy of individuals, be used to exploit personal information, or compromise the integrity of educational programs. Accordingly, use of the audio recording or camera functions of electronic devices will be strictly prohibited on school premises at all times. The violation of one's privacy in such a manner will result in school and/or district consequences, including law enforcement referral. If a student is found using a cell phone or electronic devices to cyberbully, plagiarize, harm or disrupt the learning environment for other students they may be subject to disciplinary action including and up to Suspension and/or Expulsion.

Exceptions

With prior approval of the principal, the above prohibitions may be relaxed under the following circumstances:

- the use is specifically required to implement a student's current and valid IEP;
- the use is at the direction of a teacher for educational purposes;
- the use is determined by the principal to be necessary for other special circumstances, health-related reasons, or in case of an emergency.

Teachers may allow the use of privately owned electronic devices in the classroom for curricular purposes only. Teachers may not allow interfering or electronic communication devices as part of a 'reward' or 'free time.' Teachers who chose to allow privately owned electronic devices in the classroom must clearly communicate to parents and students the conditions under which the use of privately owned electronic devices are allowed.

Appendix U: Student Device(s) Repair & Replacement Policy and Insurance Agreement

The Chromebook Insurance Agreement (the "Agreement") is intended to give Making Waves Academy (MWA) and its families the opportunity to obtain insurance coverage in the event of loss or damage to a student's Chromebook or accessories. This agreement covers *up to \$800.00* (eight hundred dollars) in repairs per school year. Students are allotted *two(2) Chromebook damage reports per year*. Parents, guardians, and students will be responsible for damages not covered by this policy.

This insurance agreement also covers the replacement of *one (1) Mifi device* for students eligible to receive an MWA MiFi (hotspot). Parents, guardians, and students will have to pay for any damage this policy doesn't cover should they opt out of purchasing the Chromebook insurance.

What happens if families do not purchase Chromebook insurance?

Should you choose not to purchase Chromebook insurance, you will be invoiced for any damages to the Chromebook assigned to your student(s).

What happens if families do not pay for damages?

After a family has been notified in writing of the damages, MWA may withhold the student's grades, transcripts, and diploma until the damages have been paid.

Payments Options

We will accept payments for Chromebook insurance starting *July 1 through October 31, 11:59 p.m.*, via the Parent Square app using a debit or credit card (*with the VISA and Mastercard logos*), or you can stop by the Upper or Middle school front office and make your payment with cash, money order or check.

Coverage

By entering into this agreement, the parent(s) and/or legal guardian(s) acknowledge that a Chromebook and its accessories will be assigned to their student(s) and will be protected against loss and a variety of damages, as outlined below. In the event that a student vandalizes their assigned device ("Chromebook") or another student's device ("Chromebook"), those damages are NOT covered under this agreement, and an invoice will be issued for the replacement or repair cost of the device.

1. How Coverage works

- a. To receive coverage for the student(s) current school year, the student(s) or their parent(s) or guardian(s) must have a *payment of \$35.00* for insurance online during registration/enrollment or re-enrollment between *July 1st through October 31st, 11:59 pm*.
 - i. When a Chromebook is reported to the IT department for any loss or damage to the student(s) Chromebook or power adapter, an incident is created in the IT ticketing system. An invoice will be created and sent out if the system shows a student does not have Chromebook insurance.

2. What is covered (i.e., accidental damage)

- a. Drops
 - i. Falls on the floor and breaks
- b. Spills & Liquid Submersion
 - i. water damage
- c. Display & Screen Damage
 - i. Cracked Screen (small or large)

- ii. The display has multiple lines through
- d. Power Surges
 - i. By Lighting
 - ii. By Power outages,
- e. Theft
- f. Fire, flood, and natural disaster
- g. Chromebook case damage
 - i. Broken hinges/bezels (Chromebook lid not closing properly)
- h. Keyboard Malfunction
 - i. keys on the keyboard are not working
 - ii. The trackpad/ mouse is not responsive
- i. MWA covers manufacturing defects and/or manufacturing hardware failures

3. Stolen Chromebooks

- a. A police report must also be submitted when filing the insurance claim in case of loss or theft.
- b. If the loss or damage was a result of a violation of the "MWA Technology Acceptable Use Policy" or the "Chromebook Use Agreement," the student(s) may be subject to the school's disciplinary policy, which can be found in the student/family handbook. Violation of the MWA Technology Acceptable Use Policy and Chromebook Use Agreement includes but is not limited to, intentional or willful damage and negligence.
- c. If a replacement device or accessory is needed, MWA reserves the right to provide the Student(s) with a different make or model that serves the same functionality. The new device or accessories issued to the student(s) will be covered by this Agreement and any insurance coverage purchased by the student's family.
- d. The choice of replacement or repair is at the discretion of the IT Director of MWA.
 - i. In consultation with the IT Director or others as necessary, the School Director or their designee will be responsible for interpreting these rules or any situation not specified in this Agreement.
 - ii. Insurance covers **two(2)** incidents or up to \$800.00 in damages (whichever occurs first). Any damages or loss reported after the amount mentioned above is exhausted will be billed to the parents/guardians of the Student(s) for the repair or replacement cost.

Limitations to Coverage

This agreement excludes the following provisions:

- 1. Lost or stolen devices or accessories *without* a police report
- 2. Cosmetic damage or other damage that doesn't affect the function of the device or accessories
 - a. scratches and dents that do NOT affect the device's functionality. -
- 3. Damages caused by misuse or abuse of the Chromebook
 - a. Damage is caused intentionally or through extreme neglect.
- 4. Any device that indicates an attempt to remove or the removal of tamper-proof asset tag stickers.
- 5. Any device not issued to the student
 - a. If your student damages another student's device, your insurance does not cover the replacement or repair cost.

Repair and Replacement Cost

The costs associated with Chromebook repair, replacement, or vandalism are as follows:

Lost / Stolen Chromebook without Insurance	\$275.00
Chromebook Touch Screen LCD	\$180.00
Chromebook Motherboard Replacement	\$165.00
Chromebook Water Damage (accidentally)	\$135.00
Chromebook Keyboard/Palm Assembly	\$70.00
Chromebook 45w Output Power Adapter	\$40.00
Chromebook LCD Bezel/hinge set /Chromebook back or bottom cover	\$60.00

Lost MWA Student Mifi / Hotspot	\$250.00
Deliberate Damage/Vandalism to a student Chromebook <i>with or without insurance</i>	\$275.00

Pricing is subject to change based on the current repair facility policies. MWA will communicate any changes in repair costs to families via school mailings.

Claim Procedures

- Students MUST notify their teacher of the incident
- Go directly to your school's technology room.
- The Technology Department will examine the Chromebook and power adapter to determine if there is a qualified insurance claim.
- If there is a claim, an IT team member will complete the necessary paperwork and inform the appropriate staff.
- Once the claim is processed, the student will be issued a replacement.
- If stolen
 - A copy of a police report must accompany the student before a loaner Chromebook or power adapter is issued in theft or loss cases. The police report must also directly mention the theft or loss of the Chromebook and the circumstances surrounding the theft or loss.

First incident

- Students *with insurance* - Repair and replacement costs are covered under the insurance policy unless excluded, as stated above
- Students *without insurance* - Repair and/or replacement costs will be invoiced.

Second incident

- Students *with insurance* - Repair and replacement costs are covered under the insurance policy unless excluded as set forth above
- Students *without insurance* – Repair and/or replacement costs will be invoiced.

Third incident and each subsequent incident

- Any damages or losses reported will have an invoice sent for repair and/or replacement costs.
(ALL STUDENTS)

If no insurance has been purchased and the device is damaged, lost, or stolen, the parent will be invoiced for the repair costs and/or replacement parts or devices.

Fraud, Concealment, and Misrepresentation

Coverage could be denied if the student(s) intentionally cheats, hides, or lies about any critical information about what happened to damage or lose the device.

Returning Your Chromebooks

Following the computer use policy rules, you must return all Chromebooks and power adapters.

1. Seniors' Chromebooks and power adapters are collected upon the completion of final exams.
 - a. Fifth through eleventh-grade students will keep their Chromebooks unless they transfer from the school.
 - i. Students who have unenrolled or are not returning to MWA MUST RETURN Chromebooks and power adapters to a front office staff member. Any Chromebook or power adapter not returned will be considered stolen property.
 - b. Students(s) who may want to save work should use Google Takeout to transfer any work to a personal G-mail account.
 - c. All Chromebook damages or losses **NOT** covered under this insurance agreement MUST be paid in full when the student leaves.

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-notice>

MWA reserves the right to revise this handbook at any time. For the most up-to-date versions of our policies please visit: <https://bit.ly/mwapublicnoticesnew>

Coversheet

Ratify Purchase Approval for Student Chromebooks

Section: V. Consent Action Items
Item: B. Ratify Purchase Approval for Student Chromebooks
Purpose: Vote
Submitted by: Damon Edwards
Related Material: PJPL509 (3).pdf

BACKGROUND:

Review and ratify the unanimous vote to approve the purchase of student Chromebooks for next year that happened via email from 3/25-3/31 to avoid the effect tariffs would have on the cost.

RECOMMENDATION:

Please ratify the purchase of student Chromebooks with a fiscal impact of \$256,339.13



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QUOTE CONFIRMATION

DAMON EDWARDS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PJPL509	3/25/2025	CDW WGS	12272277	\$256,339.13

IMPORTANT - PLEASE READ

Fees applied to item(s): 8269511

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Fortis G1m 11.6" Rugged Clamshell Chromebook - HD - Octa-core (ARM Corte Mfg. Part#: B5JJ9UT#ABA-DUP Contract: California AEPA-022G Chromebooks (022-G)	630	8269511	\$245.00	\$154,350.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: MARKET	630	5988499	\$31.00	\$19,530.00
HP Care Pack Hardware Support with Accidental Damage Protection - 3 Year - Mfg. Part#: U67XTE Electronic distribution - NO MEDIA Contract: MARKET	630	7845647	\$95.00	\$59,850.00
CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1 Mfg. Part#: CDWCHROMEOS SVC1 UNSPSC: 43232401 Contract: MARKET	630	3254461	\$8.00	\$5,040.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 8269511	630	654809	\$4.00	\$2,520.00

SUBTOTAL	\$238,770.00
SHIPPING	\$0.00
RECYCLING FEE	\$2,520.00
SALES TAX	\$15,049.13
GRAND TOTAL	\$256,339.13

PURCHASER BILLING INFO	DELIVER TO
Billing Address: MAKING WAVES ACADEMY ACCTS PAYABLE 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: MAKING WAVES ACADEMY DAMON EDWARDS 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Shipping Method: TForce Freight, Special Services
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Austin Romero | (877) 283-5780 | austrom@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$241,290.00	\$6,828.51/Month	\$241,290.00	\$7,851.58/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Coversheet

SolarWinds Service Desk Renewal

Section: V. Consent Action Items
Item: C. SolarWinds Service Desk Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Making Waves - Quote, SSA.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.

RECOMMENDATION:

Please approve the attached quote and renewal agreement with a fiscal impact of \$41,541

SolarWinds Renewal Quote

Valid Until: 31 May 2025

Terms: Net 30



Quote#: Q-547012
SolarWinds ID: SW22670199
Currency: USD

Questions?
Contact your renewal representative if you have questions about your order.

Chelsea Douglas
chelsea.douglas@solarwind...

Contact Renewal Department

By phone:
866.530.8100

By e-mail:
renewals@solarwinds.com



Company:	Making Waves Academy	Company:	SolarWinds
Address:	Making Waves Academy 4123 Lakeside Drive Richmond CA 94806 United States	Address:	PO BOX 730720 Dallas, TX 75373
Email:		Tax ID#:	73-1559348
Phone:		Renewal Contact:	Chelsea Douglas
		Email:	chelsea.douglas@solarwinds.com
		Phone:	

Quote Line	Product	Type	Annual Rate **	Start Date	End Date	Qty	Unit Price	Total
1	Advanced Service Agent Users - Subscription SKU 1231007	Expansion	\$ 31,641.28	31 May 2025	31 May 2026	44	\$ 719.12	\$ 31,641.28

Quote Line	Product	Type	Annual Rate **	Start Date	End Date	Qty	Unit Price	Total
2	Advanced Asset Management - Subscription SKU 1231006	Renewal	\$ 9,900.00	31 May 2025	31 May 2026	2500	\$ 3.96	\$ 9,900.00

** Current Annual Subscription Negotiated Rate

Proration Credit line(s) include previous payment(s) made on the remaining original term plus credit for applicable Renewal and/or Expansion and do not affect future pricing.
Pricing above may not include local taxes, for which the customer is responsible.

Sub-Total: \$ 41,541.28

Total Amount Due: \$ 41,541.28

Total Subscription Price			Billing Frequency: Annual	
Product	Quantity	Annual Unit Price	Annual Total Price	
Advanced Service Agent Users - Subscription SKU 1231007	44	\$ 719.12	\$ 31,641.28	
Advanced Asset Management - Subscription SKU 1231006	2500	\$ 3.96	\$ 9,900.00	
Total			\$ 41,541.28	

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.



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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.

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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

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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; (xii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits, or (xiii) 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**).

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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

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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

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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.

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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 (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.

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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

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<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

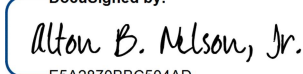
DocuSigned by:
By: 
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Name: Diane Pyron

Title: Associate General Counsel

Date: 15 April 2024

MAKING WAVES ACADEMY

DocuSigned by:
By: 
E5A2870BBC504AD...

Name: Alton B. Nelson, Jr.

Title: CEO

Date: 5/7/2024

Coversheet

Form 990 and 199 Tax Returns

Section:	V. Consent Action Items
Item:	D. Form 990 and 199 Tax Returns
Purpose:	Vote
Submitted by:	
Related Material:	Making Waves Academy FY24 Revised 990 Draft 4.16.25 (1).pdf



CliftonLarsonAllen LLP
CLAconnect.com

April 16, 2025

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806
Attention: Alton B. Nelson, Jr.

Dear Alton:

Enclosed is the organization's 2023 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Please return Form 8879-TE to us as soon as possible, but no later than by May 15, 2025 the filing deadline.

In addition, tax-exempt organizations must make available for public inspection a copy of their annual returns for the preceding three years and exemption application, if applicable. An organization generally must furnish filings to anyone who requests them in person or in writing. An exempt organization may meet this requirement by posting all the documents on its website or at another organizations site as part of a database of similar materials. Specific requirements must be met to meet this exception.

CALIFORNIA FORM 199 RETURN:

The California Form 199 return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return to the FTB. Do not mail the paper copy of the return to the FTB.

No payment is required.

A few final reminders relating to your tax return filings:

- There are substantial penalties for failure to properly disclose and report foreign financial accounts and foreign activity. Please make sure you have informed us of any foreign financial accounts or foreign activity so that we have the necessary information to complete any required disclosures or filings.
- Be sure to review the returns prior to signing as you have final responsibility for all information included in the returns. Please contact us if you have any questions or concerns.
- We recommend you keep a paper or electronic copy of your tax returns permanently. Supporting documentation should be kept for a minimum of seven years based on IRS guidance.

CLA exists to create opportunities – for our clients, our people, and our communities. We value our relationship with you and thank you for your trust and confidence in allowing us to serve you. If we can assist you in making strategic, informed decisions in areas of tax or beyond, please contact us as questions arise throughout the year.

Sincerely,

CliftonLarsonAllen LLP

DRAFT



CliftonLarsonAllen LLP
CLAconnect.com

MAKING WAVES ACADEMY
FORM 990 INCOME TAX RETURN
FOR YEAR ENDED JUNE 30, 2024

DRAFT

***** THIS IS NOT A FILEABLE COPY *****

**IRS E-file Signature Authorization
for a Tax Exempt Entity**

OMB No. 1545-0047

Form **8879-TE**For calendar year 2023, or fiscal year beginning JUL 1, 2023, and ending JUN 30, 2024**2023**Department of the Treasury
Internal Revenue Service**Do not send to the IRS. Keep for your records.**
Go to www.irs.gov/Form8879TE for the latest information.

Name of filer

MAKING WAVES ACADEMY

EIN or SSN

20-8967421Name and title of officer or person subject to tax **ALTON B. NELSON, JR.**
CEO**Part I Type of Return and Return Information**

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>30,342,025.</u>
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here	<input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here	<input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here	<input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the

2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **CLIFTONLARSONALLEN LLP** to enter my PIN **94806**
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

**** THIS IS NOT A FILEABLE COPY ****

Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

95405255902

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature **MEI-LI HUANG**Date **04/16/25****ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form **8879-TE** (2023)

Form 990 <small>Department of the Treasury Internal Revenue Service</small>	Return of Organization Exempt From Income Tax	<small>OMB No. 1545-0047</small>
	Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public. Go to www.irs.gov/Form990 for instructions and the latest information.	2023 Open to Public Inspection
	A For the 2023 calendar year, or tax year beginning JUL 1, 2023 and ending JUN 30, 2024	

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization MAKING WAVES ACADEMY Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 4123 LAKESIDE DRIVE City or town, state or province, country, and ZIP or foreign postal code RICHMOND, CA 94806 F Name and address of principal officer: ALTON B. NELSON, JR. SAME AS C ABOVE	D Employer identification number 20-8967421 E Telephone number 510-262-1511 G Gross receipts \$ 30,342,025. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: WWW.MAKINGWAVESACADEMY.ORG		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other L Year of formation: 2007 M State of legal domicile: CA		

Part I Summary			
Activities & Governance	1	Briefly describe the organization's mission or most significant activities: ADVANCE STUDENTS TO AND THROUGH COLLEGE OR POST-SECONDARY EDUCATION.	
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	7
	4	Number of independent voting members of the governing body (Part VI, line 1b)	7
	5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	225
	6	Total number of volunteers (estimate if necessary)	20
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
	b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.
Revenue	8	Contributions and grants (Part VIII, line 1h)	29,192,627.
	9	Program service revenue (Part VIII, line 2g)	0.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	66,531.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	29,259,158.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	30,342,025.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	18,426,553.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.
	b	Total fundraising expenses (Part IX, column (D), line 25)	0.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	9,702,667.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	28,129,220.
	19	Revenue less expenses. Subtract line 18 from line 12	1,129,938.
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	15,269,756.
	21	Total liabilities (Part X, line 26)	7,149,014.
	22	Net assets or fund balances. Subtract line 21 from line 20	8,120,742.
	22	Net assets or fund balances. Subtract line 21 from line 20	9,756,301.

Part II Signature Block					
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.					
Sign Here	Signature of officer	Date			
	ALTON B. NELSON, JR., CEO Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	MEI-LI HUANG	MEI-LI HUANG	04/16/25		P02383735
	Firm's name	Firm's EIN			
	CLIFTONLARSONALLEN LLP	41-0746749			
	Firm's address	Phone no. (626) 857-7300			
	2210 EAST ROUTE 66 GLENDORA, CA 91740				

May the IRS discuss this return with the preparer shown above? See instructions		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LHA For Paperwork Reduction Act Notice, see the separate instructions. 332001 12-21-23		Form 990 (2023)

Form 990 (2023)

MAKING WAVES ACADEMY

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Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:
RIGOROUSLY AND HOLISTICALLY PREPARING STUDENTS TO GAIN ACCEPTANCE TO AND GRADUATE FROM COLLEGE TO ULTIMATELY BECOME VALUABLE CONTRIBUTORS TO THE WORKFORCE AND THEIR COMMUNITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
 If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
 If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 26,929,963. including grants of \$ 0.) (Revenue \$ 0.)
MAKING WAVES ACADEMY ENSURES THAT OUR YOUTH ACQUIRE THE SKILLS NECESSARY TO GAIN ACCEPTANCE TO AND GRADUATE FROM COLLEGE. MAKING WAVES ACADEMY SERVED OVER 1,103 CHILDREN IN THE FY 23/24.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)
 (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **26,929,963.**

Form **990** (2023)

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13 X	
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

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Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in noncash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	41
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

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Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	225
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15	X
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17 Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

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Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

☒**Section A. Governing Body and Management**

	1a	1b	2	3	4	5	6	7a	7b	8a	8b	9	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year	7													
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.														
b Enter the number of voting members included on line 1a, above, who are independent		7												
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2											X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?				3										X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?					4									X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?						5								X
6 Did the organization have members or stockholders?							6							X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?								7a		X				
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?									7b					X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:														
a The governing body?										8a		X		
b Each committee with authority to act on behalf of the governing body?											8b			X
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O												9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	10a	10b	11a	11b	12a	12b	12c	13	14	15a	15b	16a	16b	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a														X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		10b													
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?			11a		X										
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.															
12a Did the organization have a written conflict of interest policy? If "No," go to line 13					12a			X							
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?						12b		X							
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done							12c		X						
13 Did the organization have a written whistleblower policy?								13		X					
14 Did the organization have a written document retention and destruction policy?									14		X				
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?															
a The organization's CEO, Executive Director, or top management official										15a		X			
b Other officers or key employees of the organization											15b			X	
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.															
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?												16a			X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?													16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records
ALTON B. NELSON JR. - (510) 262-1511
4123 LAKESIDE DR, RICHMOND, CA 94806

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) ALTON B. NELSON, JR. CHIEF EXECUTIVE OFFICER	50.00			X				347,953.	0.	85,068.
(2) DAMON EDWARDS CHIEF TECHNOLOGY OFFICER	50.00				X			189,914.	0.	37,535.
(3) KAREN SNIDER DIRECTOR OF SPECIAL ED.	50.00				X			176,179.	0.	38,751.
(4) ELIZABETH MARTINEZ CHIEF OPERATING OFFICER	50.00			X				172,837.	0.	31,723.
(5) XIUSHI WEI (END 6/24) CHIEF FINANCIAL OFFICER	50.00			X				178,335.	0.	16,797.
(6) HUNG MAI DIRECTOR OF FINANCE	50.00				X			165,372.	0.	29,219.
(7) JEFF HAZEL DIRECTOR OF ATHLETICS	50.00				X			131,563.	0.	58,024.
(8) ATHENA DRAPER IT DIRECTOR	50.00				X			148,013.	0.	16,552.
(9) ALICA KLEIN BOARD CHAIR	15.00	X		X				0.	0.	0.
(10) JANIS GLOVER DIRECTOR	1.00	X						0.	0.	0.
(11) DR. ESTHER HUGO DIRECTOR	1.00	X						0.	0.	0.
(12) JESSICA LAUGHLIN DIRECTOR	1.00	X						0.	0.	0.
(13) LAYLA NARAJON DIRECTOR	1.00	X						0.	0.	0.
(14) AMY OBINYAN DIRECTOR	1.00	X						0.	0.	0.
(15) MARGARET WATSON DIRECTOR	1.00	X						0.	0.	0.

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								1,510,166.	0.	313,669.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								1,510,166.	0.	313,669.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 37

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
PACHECO CLEANING SERVICE 2025 DOVER AVE, SAN PABLO, CA 94806	JANITORIAL SERVICES	595,452.
FRUGE PSYCHOLOGICAL ASSOC INC 1300 CLAY ST. SUITE 600, OAKLAND, CA 94612	PSYCHOLOGIST	373,783.
LINDE GROUP, 2560 NINTH STREET, STE 219, BERKELEY, CA 94710	IT SERVICES	352,715.
SCOOT EDUCATION INC, 5670 WILSHIRE BLVD, STE 1970, LOS ANGELES, CA 90036	CONTRACT SERVICES FOR TECHER SUBSTITUT	304,310.
ANCHOR COUNSELING & EDUCATION SOLUTIONS, LL 19200 VON KARMAN AVE, STE 600, IRVINE, CA 9	SPECIAL EDUCATION	276,632.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 10

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	19,642,505.				
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	10,277,867.				
	g Noncash contributions included in lines 1a-1f	1g	\$ 42,376.				
	h Total. Add lines 1a-1f						
Program Service Revenue			Business Code				
	2 a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			421,653.			421,653.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
		(i) Real	(ii) Personal				
	6 a Gross rents	6a					
	b Less: rental expenses ...	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
		(i) Securities	(ii) Other				
	7 a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
c Net income or (loss) from fundraising events							
9 a Gross income from gaming activities. See Part IV, line 19	9a						
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code				
	11 a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions			30,342,025.	0.	0.	421,653.	

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MAKING WAVES ACADEMY20-8967421 Page **10****Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	831,502.	748,352.	83,150.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	13,917,988.	12,955,168.	962,820.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	1,438,868.	1,350,560.	88,308.	
9 Other employee benefits	2,261,430.	2,135,290.	126,140.	
10 Payroll taxes	547,996.	496,748.	51,248.	
11 Fees for services (nonemployees):				
a Management				
b Legal	53,348.	49,614.	3,734.	
c Accounting	44,561.	40,105.	4,456.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	2,855,855.	2,767,433.	88,422.	
12 Advertising and promotion				
13 Office expenses	942,297.	882,226.	60,071.	
14 Information technology	940,774.	874,920.	65,854.	
15 Royalties				
16 Occupancy	3,193,333.	3,002,988.	190,345.	
17 Travel	34,199.	31,805.	2,394.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	140,997.	131,127.	9,870.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	18,201.	18,201.		
23 Insurance	484,212.	450,317.	33,895.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a INSTRUCTIONAL MATERIALS	587,755.	587,755.		
b STUDENT TRANSPORTATION	214,595.	214,595.		
c OTHER EXPENSES	198,555.	192,759.	5,796.	
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	28,706,466.	26,929,963.	1,776,503.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

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MAKING WAVES ACADEMY20-8967421 Page **11****Part X Balance Sheet**Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	8,494,368.	1	12,408,801.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	5,958,257.	4	3,841,290.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	389,343.	9	455,153.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 458,213.		
	b Less: accumulated depreciation	10b 206,919.		
		269,495.	10c	251,294.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11	158,293.	15	94,797.	
16 Total assets. Add lines 1 through 15 (must equal line 33)	15,269,756.	16	17,051,335.	
Liabilities	17 Accounts payable and accrued expenses	3,122,625.	17	2,767,521.
	18 Grants payable		18	
	19 Deferred revenue	3,868,015.	19	4,432,499.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	158,374.	25	95,014.
	26 Total liabilities. Add lines 17 through 25	7,149,014.	26	7,295,034.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	8,120,742.	27	9,756,301.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	8,120,742.	32	9,756,301.
	33 Total liabilities and net assets/fund balances	15,269,756.	33	17,051,335.

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	30,342,025.
2	Total expenses (must equal Part IX, column (A), line 25)	2	28,706,466.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,635,559.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	8,120,742.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	9,756,301.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☒

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? _____	X	
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	X	

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Schedule A (Form 990) 2023

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...						
9 Net income from unrelated business activities, whether or not the business is regularly carried on ...						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2022 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2023. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support test - 2022. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10% -facts-and-circumstances test - 2023. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10% -facts-and-circumstances test - 2022. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Schedule A (Form 990) 2023

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2023 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2022 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2023. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests - 2022. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

Schedule A (Form 990) 2023

MAKING WAVES ACADEMY

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990) 2023

Schedule A (Form 990) 2023

MAKING WAVES ACADEMY

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**Section D - Distributions**

		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Other distributions (<i>describe in Part VI</i>). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2023 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2023	(iii) Distributable Amount for 2023
1 Distributable amount for 2023 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2023 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2023			
a From 2018			
b From 2019			
c From 2020			
d From 2021			
e From 2022			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2023 distributable amount			
i Carryover from 2018 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2023 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2023 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2024. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2019			
b Excess from 2020			
c Excess from 2021			
d Excess from 2022			
e Excess from 2023			

Schedule A (Form 990) 2023

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

DRAFT

Schedule B
(Form 990)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☒
- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (2023)

Name of organization	Employer identification number
MAKING WAVES ACADEMY	20-8967421

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	MARIN COMMUNITY FOUNDATION 5 HAMILTON LANDING, STE 200 NAVATO, CA 94949	\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	JOHN H & REGINA K SCULLY FOUNDATION P.O. BOX 6106 SAN RAFAEL, CA 94903	\$ 9,100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	FIDELITY CHARITABLE PO BOX 770001 CINCINNATI, OH 45277	\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	BRIAN SCULLY 21 HAWTHORNE AVE LARKSPUR, CA 94939	\$ 42,376.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
5	NATIONAL PHILANTHROPIC TRUST 165 TOWNSHIP LINE RD, STE 1200 JENKINTOWN, PA 19046	\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

MAKING WAVES ACADEMY

20-8967421

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

[illegible]

Name of organization

Employer identification number

MAKING WAVES ACADEMY

20-8967421

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023Open to Public
Inspection

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area

☐ Protection of natural habitat ☐ Preservation of a certified historic structure

☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included on line 2a	2c
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 \$

(ii) Assets included in Form 990, Part X \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 \$

b Assets included in Form 990, Part X \$

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2023

Schedule D (Form 990) 2023

MAKING WAVES ACADEMY

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition

d ☐ Loan or exchange program

b ☐ Scholarly research

e ☐ Other _____

c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets

to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
1c	
1d	
1e	
1f	

c Beginning balance

d Additions during the year

e Distributions during the year

f Ending balance

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____ %

b Permanent endowment _____ %

c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations? _____

(ii) Related organizations? _____

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? _____

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		435,813.	184,519.	251,294.
d Equipment		22,400.	22,400.	0.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B)).				251,294.

Schedule D (Form 990) 2023

Schedule D (Form 990) 2023

MAKING WAVES ACADEMY

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Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B))	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) ROU LEASE LIABILITY	95,014.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B))	95,014.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☒

Schedule D (Form 990) 2023

Schedule D (Form 990) 2023

MAKING WAVES ACADEMY

20-8967421 Page 4

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	30,342,025.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	0.
3	Subtract line 2e from line 1	3	30,342,025.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	30,342,025.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	28,706,466.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	0.
3	Subtract line 2e from line 1	3	28,706,466.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	28,706,466.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE SCHOOL IS A NONPROFIT ENTITY EXEMPT FROM THE PAYMENT OF INCOME TAXES UNDER INTERNAL REVENUE CODE SECTION 501(C)(3) AND CALIFORNIA REVENUE AND TAXATION CODE SECTION 23701D. ACCORDINGLY, NO PROVISION HAS BEEN MADE FOR INCOME TAXES. MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED. THE SCHOOL IS SUBJECT TO INCOME TAX ON NET INCOME THAT IS DERIVED FROM BUSINESS ACTIVITIES THAT ARE UNRELATED TO THE EXEMPT PURPOSES. THE SCHOOL FILES AN EXEMPT SCHOOL RETURN AND APPLICABLE UNRELATED BUSINESS INCOME TAX RETURN IN THE U.S. FEDERAL JURISDICTION AND WITH THE CALIFORNIA FRANCHISE TAX BOARD.

Part XIII **Supplemental Information** *(continued)*

Supplemental Information section with horizontal lines for text entry.

DRAFT

**SCHEDULE E
(Form 990)**

Department of the Treasury
Internal Revenue Service

Schools

Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or
Form 990-EZ, Part VI, line 48.

Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Open to Public
Inspection

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421

Part I

- 1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?
 - 2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?
 - 3 Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its tax year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II
- NONDISCRIMINATORY POLICY INCLUDED IN ALL ADVERTISEMENTS & ENROLLMENT MATERIALS.**
-
- 4 Does the organization maintain the following?
 - a Records indicating the racial composition of the student body, faculty, and administrative staff?
 - b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?
 - c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?
 - d Copies of all material used by the organization or on its behalf to solicit contributions?If you answered "No" to any of the above, please explain. If you need more space, use Part II.
-
- 5 Does the organization discriminate by race in any way with respect to:
 - a Students' rights or privileges?
 - b Admissions policies?
 - c Employment of faculty or administrative staff?
 - d Scholarships or other financial assistance?
 - e Educational policies?
 - f Use of facilities?
 - g Athletic programs?
 - h Other extracurricular activities?If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.
-
- 6a Does the organization receive any financial aid or assistance from a governmental agency?
 - b Has the organization's right to such aid ever been revoked or suspended?
- If you answered "Yes" on either line 6a or line 6b, explain on Part II.
- 7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, as modified by Rev. Proc. 2019-22, 2019-22 I.R.B. 1260, covering racial nondiscrimination? If "No," explain on Part II

	YES	NO
1	X	
2	X	
3	X	
4a	X	
4b	X	
4c	X	
4d	X	
5a		X
5b		X
5c		X
5d		X
5e		X
5f		X
5g		X
5h		X
6a	X	
6b		X
7	X	

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule E (Form 990) 2023

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information. See instructions.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

MAKING WAVES ACADEMY IS A PUBLIC CHARTER SCHOOL. THE SCHOOL RECEIVES PER PUPIL FUNDING FROM THE STATE OF CALIFORNIA.

DRAFT

**SCHEDULE J
(Form 990)**Department of the Treasury
Internal Revenue Service**Compensation Information**

For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023Open to Public
Inspection

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421**Part I Questions Regarding Compensation**

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

a Receive a severance payment or change-of-control payment?

b Participate in or receive payment from a supplemental nonqualified retirement plan?

c Participate in or receive payment from an equity-based compensation arrangement?

If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

a The organization?

b Any related organization?

If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

a The organization?

b Any related organization?

If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b

2

4a

4b

4c

5a

5b

6a

6b

7

8

9

X

X

X

X

X

X

X

X

X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2023

Schedule J (Form 990) 2023

MAKING WAVES ACADEMY**20-8967421**Page **2****Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) ALTON B. NELSON, JR. CHIEF EXECUTIVE OFFICER	(i)	347,953.	0.	0.	58,906.	26,162.	433,021.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) DAMON EDWARDS CHIEF TECHNOLOGY OFFICER	(i)	189,914.	0.	0.	11,301.	26,234.	227,449.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) KAREN SNIDER DIRECTOR OF SPECIAL ED.	(i)	176,179.	0.	0.	31,155.	7,596.	214,930.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) ELIZABETH MARTINEZ CHIEF OPERATING OFFICER	(i)	172,837.	0.	0.	8,184.	23,539.	204,560.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(5) XIUSHI WEI (END 6/24) CHIEF FINANCIAL OFFICER	(i)	178,335.	0.	0.	7,125.	9,672.	195,132.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(6) HUNG MAI DIRECTOR OF FINANCE	(i)	165,372.	0.	0.	9,605.	19,614.	194,591.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(7) JEFF HAZEL DIRECTOR OF ATHLETICS	(i)	131,563.	0.	0.	23,573.	34,451.	189,587.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(8) ATHENA DRAPER IT DIRECTOR	(i)	148,013.	0.	0.	0.	16,552.	164,565.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Schedule J (Form 990) 2023

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

Area for supplemental information with horizontal lines. A large diagonal 'DRAFT' watermark is visible across the center of the page.

**SCHEDULE M
(Form 990)**Department of the Treasury
Internal Revenue Service**Noncash Contributions**

OMB No. 1545-0047

2023Open to Public
Inspection

Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421**Part I Types of Property**

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded	X	1	42,376. FMV	
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other ...				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other (.....)				
26 Other (.....)				
27 Other (.....)				
28 Other (.....)				

29 Number of Forms 8283 received by the organization during the tax year for contributions
for which the organization completed Form 8283, Part V, Donee Acknowledgement**29****0**30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it
must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for
exempt purposes for the entire holding period?

	Yes	No
30a		X
31		X
32a		X
33		

b If "Yes," describe the arrangement in Part II.

31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?

32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash
contributions?

b If "Yes," describe in Part II.

33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked,
describe in Part II.

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2023

Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

SCHEDULE M, PART I, COLUMN (B):

COLUMN B INDICATES THE NUMBER OF CONTRIBUTORS.

DRAFT

SCHEDULE O
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023Open to Public
Inspection

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421

FORM 990, PART VI, SECTION A, LINE 7A:

THE NUMBER OF DIRECTORS SHALL BE NO LESS THAN FIVE (5) AND NO MORE THAN
FIFTEEN (15), UNLESS CHANGED BY AMENDMENTS TO THESE BYLAWS. A BOARD SEAT
SHALL BE RESERVED AT ALL TIMES FOR A PARENT/GUARDIAN REPRESENTATIVE.

FORM 990, PART VI, SECTION A, LINE 8B:

MAKING WAVES ACADEMY HAS NO COMMITTEE WITH THE AUTHORITY TO ACT ON BEHALF OF
THE BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS PREPARED BY THE ORGANIZATIONS INDEPENDENT ACCOUNTING FIRM
WITH INFORMATION PROVIDED BY MANAGEMENT. ONCE PREPARED, THE FORM IS
REVIEWED BY THE AUDIT COMMITTEE BEFORE BEING SHARED WITH THE ENTIRE BOARD
PRIOR TO FILING

FORM 990, PART VI, SECTION B, LINE 12C:

ALL EMPLOYEES, OFFICERS, AND DIRECTORS ARE COVERED UNDER MWA'S CONFLICT OF
INTEREST POLICY. ALL INTERESTED PERSONS ARE REQUIRED TO ANNUALLY DISCLOSE
POTENTIAL CONFLICTS, AS WELL AS WHEN THEY ARISE. MONITORING IS PERFORMED
REGULARLY BY THE OFFICERS TO IDENTIFY POTENTIAL CONFLICTS OF INTEREST. ANY
QUESTIONS OF A CONFLICT ARE ADDRESSED WITH THE DESIGNATED EMPLOYEE, WHO IS
REQUIRED TO DISCLOSE THE EXISTENCE OF ANY MATERIAL FINANCIAL INTEREST AND
BE AFFORDED THE OPPORTUNITY TO DISCLOSE ALL MATERIAL FACTS TO THE BOARD AND
EXECUTIVE DIRECTOR. THE BOARD DETERMINES IF A CONFLICT OF INTEREST IS
PRESENT. IF A CONFLICT OF INTEREST IS IDENTIFIED, THE APPROPRIATE ACTION IS
TAKEN, INCLUDING LIMITATIONS TO THE INDIVIDUAL'S INFLUENCE ON RELATED

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) 2023

LHA 332211 11-14-23

Name of the organization	Employer identification number
MAKING WAVES ACADEMY	20-8967421

BUSINESS MATTERS WITHIN DISCUSSION AND VOTING. ALL DELIBERATION AND DECISIONS ARE RECORDED IN MEETING MINUTES.

FORM 990, PART VI, SECTION B, LINE 15A:

THE BOARD DETERMINES THE CEO COMPENSATION BASED ON COMPARABILITY DATA. IT ALSO CONSULTS WITH THE CEO ON THE COMPENSATION OF OTHER C-SUITE POSITIONS AS WELL AS REVIEWS PERIODIC BENCHMARKS FOR POSITIONS ACROSS THE ORGANIZATION.

THE PROCESS DESCRIBED HERE WAS LAST COMPLETED IN 2021, AS THIS IS FOR A FOUR YEAR CONTRACT.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON WRITTEN REQUEST.

FORM 990, PART XII, LINE 2C:

THE PROCESS FOR OVERSIGHT AND SELECTION OF AN INDEPENDENT ACCOUNTANT HAS NOT CHANGED FROM THE PRIOR YEAR.

TAXABLE YEAR

2023

California Exempt Organization
Annual Information Return

328941 12-26-23

FORM

199

Calendar Year 2023 or fiscal year beginning (mm/dd/yyyy) 07/01/2023, and ending (mm/dd/yyyy) 06/30/2024	
Corporation/Organization name MAKING WAVES ACADEMY	
California corporation number 3019452	
FEIN 20-8967421	
Street address (suite or room) 4123 LAKESIDE DRIVE	
PMB no.	
City RICHMOND	State CA
ZIP code 94806	
Foreign country name	Foreign province/state/county
Foreign postal code	

A First return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	I Did the organization have any changes to its guidelines not reported to the FTB? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B Amended return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C IRC Section 4947(a)(1) trust <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	K Is the organization exempt under R&TC Section 23701g? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D Final information return? <input type="checkbox"/> Dissolved <input type="checkbox"/> Surrendered (Withdrawn) <input type="checkbox"/> Merged/Reorganized Enter date: (mm/dd/yyyy) <input type="checkbox"/>	L Is the organization a limited liability company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
E Check accounting method: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) <input type="checkbox"/> Other	M Did the organization file Form 100 or Form 109 to report taxable income? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F Federal return filed? (1) <input type="checkbox"/> 990T (2) <input type="checkbox"/> 990PF (3) <input type="checkbox"/> Sch H (990) (4) <input checked="" type="checkbox"/> Other 990 series	N Is the organization under audit by the IRS or has the IRS audited in a prior year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G Is this a group filing? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	O Is federal Form 1023/1024 pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
H Is this organization in a group exemption <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," what is the parent's name?	Date filed with IRS <input type="checkbox"/>

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	421,653	00
	2	Gross dues and assessments from members and affiliates	2		00
	3	Gross contributions, gifts, grants, and similar amounts received	3	29,920,372	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	30,342,025	00
	5	Cost of goods sold	5		00
	6	Cost or other basis, and sales expenses of assets sold	6		00
	7	Total costs. Add line 5 and line 6	7		00
	8	Total gross income. Subtract line 7 from line 4	8	30,342,025	00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	28,706,466	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	1,635,559	00
Payments	11	Total payments	11		00
	12	Use tax. See General Information K	12		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15	Penalties and interest. See General Information J	15		00
	16	Balance due. Add line 12 and line 15. Then subtract line 11 from the result	16		00
Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				
	Signature of officer	Title CEO	Date	• Telephone	
Paid Preparer's Use Only	Preparer's signature	MEI-LI HUANG	Date 04/16/25	Check if self-employed <input type="checkbox"/>	• PTIN P02383735
	Firm's name (or yours, if self-employed) and address	CLIFTONLARSONALLEN LLP 2210 EAST ROUTE 66 GLEN DORA, CA 91740			• Firm's FEIN 41-0746749
					• Telephone (626) 857-7300
	May the FTB discuss this return with the preparer shown above? See instructions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

MAKING WAVES ACADEMY

20-8967421

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

328951 12-26-23

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1		00
	2	Interest	•	2	421,653	00
	3	Dividends	•	3		00
	4	Gross rents	•	4		00
	5	Gross royalties	•	5		00
	6	Gross amount received from sale of assets (See instructions)	•	6		00
	7	Other income	•	7		00
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	421,653	00
	9	Contributions, gifts, grants, and similar amounts paid	•	9		00
Expenses and Disbursements	10	Disbursements to or for members	•	10		00
	11	Compensation of officers, directors, and trustees	•	11	831,502	00
	12	Other salaries and wages	•	12	13,917,988	00
	13	Interest	•	13		00
	14	Taxes	•	14	547,996	00
	15	Rents	•	15	3,193,333	00
	16	Depreciation and depletion (See instructions)	•	16	18,201	00
	17	Other expenses and disbursements	•	17	10,197,446	00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	28,706,466	00

Schedule L Balance Sheet		Beginning of taxable year		End of taxable year	
Assets		(a)	(b)	(c)	(d)
1 Cash			8,494,368		• 12,408,801
2 Net accounts receivable			5,958,257		• 3,841,290
3 Net notes receivable					•
4 Inventories					•
5 Federal and state government obligations					•
6 Investments in other bonds					•
7 Investments in stock					•
8 Mortgage loans					•
9 Other investments					•
10 a Depreciable assets	STMT 8	458,213		458,213	
b Less accumulated depreciation		188,718	269,495	206,919	251,294
11 Land					•
12 Other assets	STMT 5		547,636		• 549,950
13 Total assets			15,269,756		17,051,335
Liabilities and net worth					
14 Accounts payable			3,122,625		• 2,767,521
15 Contributions, gifts, or grants payable					•
16 Bonds and notes payable					•
17 Mortgages payable					•
18 Other liabilities	STMT 6		4,026,389		4,527,513
19 Capital stock or principal fund					•
20 Paid-in or capital surplus. Attach reconciliation					•
21 Retained earnings or income fund			8,120,742		• 9,756,301
22 Total liabilities and net worth			15,269,756		17,051,335

Schedule M-1 Reconciliation of income per books with income per return

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.

1 Net income per books	• 1,635,559	7 Income recorded on books this year not included in this return. Attach schedule	•
2 Federal income tax	•	8 Deductions in this return not charged against book income this year.	
3 Excess of capital losses over capital gains	•	Attach schedule	•
4 Income not recorded on books this year. Attach schedule	•	9 Total. Add line 7 and line 8	
5 Expenses recorded on books this year not deducted in this return. Attach schedule	•	10 Net income per return.	
6 Total. Add line 1 through line 5	1,635,559	Subtract line 9 from line 6	1,635,559

MAKING WAVES ACADEMY20-8967421

CA 199

CASH CONTRIBUTIONS
INCLUDED ON PART I, LINE 3STATEMENT 1

<u>CONTRIBUTOR'S NAME</u>	<u>CONTRIBUTOR'S ADDRESS</u>	<u>DATE OF GIFT</u>	<u>AMOUNT</u>
MARIN COMMUNITY FOUNDATION	5 HAMILTON LANDING, STE 200 NAVATO, CA 94949		1,000,000.
JOHN H & REGINA K SCULLY FOUNDATION	P.O. BOX 6106 SAN RAFAEL, CA 94903		9,100,000.
FIDELITY CHARITABLE	PO BOX 770001 CINCINNATI, OH 45277		15,000.
NATIONAL PHILANTHROPIC TRUST	165 TOWNSHIP LINE RD, STE 1200 JENKINTOWN, PA 19046		100,000.
TOTAL INCLUDED ON LINE 3			<u>10,215,000.</u>

CA 199

NONCASH CONTRIBUTIONS
INCLUDED ON PART I, LINE 3STATEMENT 2

<u>CONTRIBUTOR'S NAME</u>	<u>CONTRIBUTOR'S ADDRESS</u>		
BRIAN SCULLY	21 HAWTHORNE AVE LARKSPUR, CA 94939		
<u>PROPERTY DESCRIPTION</u>	<u>DATE OF GIFT</u>	<u>FMV OF GIFT</u>	<u>TOTAL AMOUNT</u>
STOCK	12/08/23	42,376.	42,376.
TOTAL INCLUDED ON LINE 3		<u>42,376.</u>	<u>42,376.</u>

MAKING WAVES ACADEMY20-8967421CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 3

NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
ALTON B. NELSON, JR. 4123 LAKESIDE DRIVE RICHMOND, CA 94806	CHIEF EXECUTIVE OFFICER 50.00	443,353.
ELIZABETH MARTINEZ 4123 LAKESIDE DRIVE RICHMOND, CA 94806	CHIEF OPERATING OFFICER 50.00	132,173.
XIUSHI WEI (END 6/24) 4123 LAKESIDE DRIVE RICHMOND, CA 94806	CHIEF FINANCIAL OFFICER 50.00	255,976.
HUNG MAI 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR OF FINANCE 50.00	0.
ATHENA DRAPER 4123 LAKESIDE DRIVE RICHMOND, CA 94806	IT DIRECTOR 50.00	0.
ALICA KLEIN 4123 LAKESIDE DRIVE RICHMOND, CA 94806	BOARD CHAIR 15.00	0.
JANIS GLOVER 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
DR. ESTHER HUGO 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
JESSICA LAUGHLIN 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
LAYLA NARAJON 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
AMY OBINYAN 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.

MAKING WAVES ACADEMY20-8967421MARGARET WATSON
4123 LAKESIDE DRIVE
RICHMOND, CA 94806DIRECTOR
1.00

0.

TOTAL TO FORM 199, PART II, LINE 11

831,502.

CA 199	OTHER EXPENSES	STATEMENT 4
DESCRIPTION		AMOUNT
INSTRUCTIONAL MATERIALS		587,755.
STUDENT TRANSPORTATION		214,595.
OTHER EXPENSES		198,555.
PENSION PLAN CONTRIBUTIONS		1,438,868.
OTHER EMPLOYEE BENEFITS		2,261,430.
LEGAL FEES		53,348.
ACCOUNTING FEES		44,561.
OTHER PROFESSIONAL FEES		2,855,855.
OFFICE EXPENSES		942,297.
INFORMATION TECHNOLOGY		940,774.
TRAVEL		34,199.
CONFERENCES AND CONVENTIONS		140,997.
INSURANCE		484,212.
TOTAL TO FORM 199, PART II, LINE 17		<u>10,197,446.</u>

CA 199	OTHER ASSETS	STATEMENT 5
DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	389,343.	455,153.
ROU ASSETS	158,293.	94,797.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	<u>547,636.</u>	<u>549,950.</u>

CA 199	OTHER LIABILITIES	STATEMENT 6
DESCRIPTION	BEG. OF YEAR	END OF YEAR
ROU LEASE LIABILITY	158,374.	95,014.
DEFERRED REVENUE	3,868,015.	4,432,499.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	<u>4,026,389.</u>	<u>4,527,513.</u>

MAKING WAVES ACADEMY20-8967421

CA 199	FUND BALANCES	STATEMENT 7
DESCRIPTION	BEG. OF YEAR	END OF YEAR
NET ASSETS WITHOUT DONOR RESTRICTIONS	8,120,742.	9,756,301.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	8,120,742.	9,756,301.

CA SCHEDULE L	DEPRECIABLE ASSETS		STATEMENT 8
DESCRIPTION	COST OR OTHER BASIS	ACCUMULATED DEPRECIATION	END OF YEAR BOOK VALUE
FIXED ASSETS	458,213.	206,919.	251,294.
TOTAL TO FORM 199, SCH L, LINE 10	458,213.	206,919.	251,294.

DRAFT

TAXABLE YEAR
2023**Corporation Depreciation
and Amortization**CALIFORNIA FORM
3885

Attach to Form 100 or Form 100W.

FORM 199**FEIN 20-8967421**

Corporation name

California corporation number

MAKING WAVES ACADEMY**3019452****Part I Election To Expense Certain Property Under IRC Section 179**

1 Maximum deduction under IRC Section 179 for California	1	\$25,000
2 Total cost of IRC Section 179 property placed in service	2	
3 Threshold cost of IRC Section 179 property before reduction in limitation	3	\$200,000
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for taxable year. Subtract line 4 from line 1. If zero or less, enter -0-	5	
(a) Description of property	(b) Cost (business use only)	(c) Elected cost
6		
7 Listed property (elected IRC Section 179 cost)	7	
8 Total elected cost of IRC Section 179 property. Add amounts in column (c), line 6 and line 7	8	
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	
10 Carryover of disallowed deduction from prior taxable years	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12 IRC Section 179 expense deduction. Add line 9 and line 10, but do not enter more than line 11	12	
13 Carryover of disallowed deduction to 2024. Add line 9 and line 10, less line 12	13	

Part II Depreciation and Election of Additional First Year Depreciation Deduction Under R&TC Section 24356

(a) Description of property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Depreciation allowed or allowable in earlier years	(e) Depreciation method	(f) Life or rate	(g) Depreciation for this year	(h) Additional first year depreciation
14 1 FIXED ASSETS							
	VARIOUS	458,213	188,718	150DB	20.00	18,201	
15 Add the amounts in column (g) and column (h). The total of column (h) may not exceed \$2,000. See instructions for line 14, column (h)	15	18,201					

Part III Summary

16 Total: If the corporation is electing: IRC Section 179 expense, add the amount on line 12 and line 15, column (g) or Additional first year depreciation under R&TC Section 24356, add the amounts on line 15, columns (g) and (h) or Depreciation (if no election is made), enter the amount from line 15, column (g)	16	18,201
17 Total depreciation claimed for federal purposes from federal Form 4562, line 22	17	18,201
18 Depreciation adjustment. If line 17 is greater than line 16, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 17 is less than line 16, enter the difference here and on Form 100 or Form 100W, Side 2, line 12. (If California depreciation amounts are used to determine net income before state adjustments on Form 100 or Form 100W, no adjustment is necessary.)	18	0

Part IV Amortization

(a) Description of property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Amortization allowed or allowable in earlier years	(e) R&TC Section (see instructions)	(f) Period or percentage	(g) Amortization for this year
19						
20 Total. Add the amounts in column (g)	20					
21 Total amortization claimed for federal purposes from federal Form 4562, line 44	21					
22 Amortization adjustment. If line 21 is greater than line 20, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 21 is less than line 20, enter the difference here and on Form 100 or Form 100W, Side 2, line 12	22					

022

Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR

2023**California e-file Return Authorization for
Exempt Organizations**

FORM

8453-EO

Exempt Organization name

Identifying number

MAKING WAVES ACADEMY**20-8967421****Part I Electronic Return Information** (whole dollars only)

1	Total gross receipts or unrelated business taxable income (Form 199, line 4 or Form 109, line 5)	1	30,342,025
2	Total gross income or total tax (Form 199, line 8 or Form 109, line 14)	2	30,342,025
3	Total expenses and disbursements (Form 199, line 9)	3	28,706,466
4	Tax due (Form 109, line 23)	4	
5	Overpayment (Form 109, line 24)	5	

Part II Settle Your Account Electronically for Taxable Year 2023**6** ☐ Direct Deposit of refund (Form 109 only.)**7** ☐ Electronic funds withdrawal **7a** Amount**7b** Withdrawal date (mm/dd/yyyy)**Part III Schedule of Estimated Tax Payments for Taxable Year 2024** (These are NOT installment payments for the current amount the exempt organization owes.)

	First Payment	Second Payment	Third Payment	Fourth Payment
8 Amount				
9 Withdrawal Date				

Part IV Banking Information (Have you verified the exempt organization's banking information?)**10** Routing number _____**11** Account number _____**12** Type of account: ☐ Checking ☐ Savings**Part V Declaration of Officer**

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, box 6, I declare that the bank account specified in Part IV for the direct deposit refund agrees with the authorization stated on my return. If I check Part II, box 7, I authorize an electronic funds withdrawal for the amount listed on line 7a and any estimated payment amounts listed on Part III, line 8 from the bank account specified in Part IV.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2023 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's tax liability, the exempt organization will remain liable for the tax liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay or the date when the refund was sent.**

**Sign
Here**

Signature of officer

Date

CEO

Title

Part VI Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB. I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2023 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO	ERO's signature	MEI-LI HUANG	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN P02383735
Must Sign	Firm's name (or yours if self-employed) and address	CLIFTONLARSONALLEN LLP 2210 EAST ROUTE 66 GLENDDORA, CA				Firm's FEIN 41-0746749 ZIP code 91740

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer	Paid preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN
Must Sign	Firm's name (or yours if self-employed) and address			Firm's FEIN ZIP code

FTB 8453-EO 2023

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2023-05070 MAKING WAVES ACADEMY

A2749421 354 of 638

Coversheet

Vendor Invoices for Feb. 1 to Mar. 31, 2025

Section: V. Consent Action Items
Item: E. Vendor Invoices for Feb. 1 to Mar. 31, 2025
Purpose: Vote
Submitted by: Lawrence Lee
Related Material: Bill Payment List - Feb-Mar 2025.pdf

BACKGROUND:

Vendor invoices for January 2024.

Fiscal Impact: \$1,950,416.10

RECOMMENDATION:

Review and approve the vendor invoices from February 1-March 31, 2025.

Making Waves Academy Bill Payment List February to March 2025				
Date	Num	Vendor	Amount	Descriptions
3/24/2025		AAA Business Supplies & Interiors	\$ 1,261.69	Supplies
2/14/2025	20435	AAA Business Supplies & Interiors	\$ 2,523.37	Supplies
2/10/2025	20407	AAA Business Supplies & Interiors	\$ 380.28	Supplies
2/3/2025	20382	AAA Business Supplies & Interiors	\$ 1,795.09	Supplies
2/10/2025	20408	Alert Services, Inc	\$ 191.46	Sport Medical Supplies
3/3/2025		All Cal Golf and Industrial Vehicle/ East Bay Golf	\$ 4,162.82	Repairs and Maintenance - Building
3/3/2025		All Cal Golf and Industrial Vehicle/ East Bay Golf	\$ 1,497.43	Repairs and Maintenance - Building
3/24/2025	20501	Ameriflex LLC	\$ 639.10	FSA Administrative Fee
2/3/2025	20383	Ameriflex LLC	\$ 315.40	FSA Administrative Fee
2/24/2025	20444	Amplify Education, Inc	\$ 2,400.00	Supplies
3/24/2025		Anchor Counseling & Education Solutions	\$ 17,352.08	SPED Service
2/14/2025	20436	Anchor Counseling & Education Solutions	\$ 20,413.33	SPED Service
3/24/2025	20502	AT&T CALNET	\$ 1,024.01	Utility
2/24/2025	20445	AT&T CALNET	\$ 1,029.77	Utility
3/24/2025		Avant Assessment, LLC	\$ 1,915.90	Contracted Services
3/24/2025		Bay Area Charters	\$ 10,270.75	Transportation for Field Trip and Sport
3/10/2025	20483	Bay Area Charters	\$ 7,015.75	Transportation for Field Trip and Sport
2/24/2025	20446	Bay Area Charters	\$ 11,658.75	Transportation for Field Trip and Sport
2/10/2025	20409	Bay Area Charters	\$ 12,710.00	Transportation for Field Trip and Sport
3/10/2025	20484	Bay Area Conference	\$ 300.00	Conference Fees
2/24/2025	20447	Bay Area Conference	\$ 213.15	Conference Fees
3/17/2025	20494	Bigbreak, LLC	\$ 55,828.09	Student Food
3/10/2025		California Choice Benefit Administrators	\$ 150,283.84	Health Insurance
2/10/2025	20410	California Choice Benefit Administrators	\$ 153,866.23	Health Insurance
2/24/2025	20449	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
2/24/2025	20448	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
2/3/2025	20384	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
3/17/2025	20495	CDW Government	\$ 240.00	IT Supplies
3/3/2025	20465	Cengage Learning	\$ 84.88	Book Supplies

Making Waves Academy Bill Payment List February to March 2025				
Date	Num	Vendor	Amount	Descriptions
3/3/2025	20466	Charter Safe	\$ 14,438.00	Liability and Worker Comp Insurance
2/3/2025	20385	Charter Safe	\$ 14,437.00	Liability and Worker Comp Insurance
3/27/2025		Chase	\$ 34,057.46	Credit Card Payment
2/27/2025		Chase	\$ 35,543.06	Credit Card Payment
3/24/2025		Cintas	\$ 172.21	Custodial Supplies
3/24/2025		Cintas	\$ 1,207.63	Custodial Supplies
3/24/2025		Cintas	\$ 131.96	Custodial Supplies
3/24/2025		Cintas	\$ 131.96	Custodial Supplies
3/24/2025		Cintas	\$ 1,011.13	Custodial Supplies
3/24/2025		Cintas	\$ 52.28	Custodial Supplies
3/24/2025		Cintas	\$ 910.89	Custodial Supplies
3/24/2025		Cintas	\$ 52.28	Custodial Supplies
3/24/2025		Cintas	\$ 108.04	Custodial Supplies
3/3/2025		Cintas	\$ 3,717.40	Custodial Supplies
2/3/2025	20386	Cintas	\$ 3,816.60	Custodial Supplies
3/10/2025		CircleUp Education	\$ 595.00	Professional Development
2/3/2025		CircleUp Education	\$ 892.50	Professional Development
2/18/2025		Click & Pledge	\$ 7.50	Contracted Services
3/24/2025		CliftonLarsonAllen LLP	\$ 2,100.00	Legal Fees
2/10/2025	20411	CliftonLarsonAllen LLP	\$ 2,100.00	Legal Fees
3/17/2025	20496	Colonial Life	\$ 311.10	Health Insurance
2/10/2025	20412	Colonial Life	\$ 311.10	Health Insurance
3/17/2025		Concord Locksmith	\$ 1,363.20	Contracted Services
3/10/2025		Concur Technologies, Inc.	\$ 423.60	IT Contracted Services
2/10/2025	20413	Concur Technologies, Inc.	\$ 423.60	IT Contracted Services
3/17/2025	20497	Contra Costa Co Office of Ed	\$ 36,025.00	Teacher Induction
3/3/2025	20467	Contra Costa Health Services	\$ 1,990.00	Contracted Services
3/10/2025		Cornerstone Educational Solutions	\$ 15,797.26	Contracted Services
2/10/2025	20414	Cornerstone Educational Solutions	\$ 16,638.32	Contracted Services

Making Waves Academy Bill Payment List February to March 2025				
Date	Num	Vendor	Amount	Descriptions
2/10/2025	20415	Corodata	\$ 72.18	Storage Fee
3/24/2025		Cross Country Education	\$ 3,255.00	SPED Service
3/10/2025		Cross Country Education	\$ 826.61	SPED Service
3/3/2025	20468	Cross Country Education	\$ 1,159.11	SPED Service
2/24/2025	20450	Cross Country Education	\$ 1,046.13	SPED Service
2/10/2025	20416	Cross Country Education	\$ 2,006.99	SPED Service
2/24/2025	20451	Cruz-Reiber, Jeannette	\$ 800.00	Contracted Services
2/3/2025	20387	Cruz-Reiber, Jeannette	\$ 800.00	Contracted Services
3/3/2025	20469	Department of Justice	\$ 68.00	Staff Recruitment
3/10/2025	20485	Dialink Corporation	\$ 2,232.24	IT Contracted Services
2/10/2025	20417	Dialink Corporation	\$ 2,232.24	IT Contracted Services
3/10/2025	20486	East Bay Basketball Officials Association	\$ 4,248.00	Contracted Services
3/3/2025	20470	EBMUD	\$ 9,905.50	Utility
2/10/2025	20419	Edmentum	\$ 480.00	IT Contracted Services
3/10/2025	20487	EdTec Inc	\$ 1,401.75	School Attendance Service
2/10/2025	20418	EdTec Inc	\$ 1,401.75	School Attendance Service
2/3/2025	20388	Fastrak	\$ 8.00	Toll
3/10/2025		Full Moon Consulting LLC	\$ 4,225.00	Contracted Services
2/10/2025		Full Moon Consulting LLC	\$ 4,675.00	Contracted Services
3/24/2025		Global Office Inc	\$ 5,286.61	Copier Lease
3/3/2025	20471	Global Office Inc	\$ 1,583.45	Copier Lease
3/24/2025		Hanna Interpreting Services LLC	\$ 6,682.77	Contracted Services
2/24/2025	20452	Hanna Interpreting Services LLC	\$ 9,504.15	Contracted Services
3/24/2025	20503	Hernandez Party Rentals	\$ 1,932.00	Contracted Services
2/3/2025		HighMatch	\$ 4,500.00	Staff Recruitment
3/10/2025		Instruction Partners	\$ 16,107.40	Contracted Services
2/24/2025	20453	Instruction Partners	\$ 16,107.40	Contracted Services
2/10/2025		Iron Mountain	\$ 538.16	Contracted Services
3/17/2025	20498	Jostens	\$ 1,015.96	Graduation Supplies

Making Waves Academy Bill Payment List February to March 2025				
Date	Num	Vendor	Amount	Descriptions
3/10/2025	20488	Jostens	\$ 5,792.83	Graduation Supplies
3/10/2025	20489	Justifacts Credential Verification, Inc	\$ 154.54	Background Check
2/10/2025	20420	Justifacts Credential Verification, Inc	\$ 617.70	Background Check
2/10/2025	20421	Kita Brown Photography	\$ 640.00	Supplies
2/14/2025	20437	Kronos	\$ 5,413.81	Payroll system
3/24/2025		Law Offices of Young, Minney & Corr, LLP	\$ 4,617.00	Legal Fees
2/10/2025	20422	Law Offices of Young, Minney & Corr, LLP	\$ 6,687.50	Legal Fees
3/24/2025		Layered Education	\$ 35,950.00	Contracted Services
3/3/2025		Layered Education	\$ 12,689.00	Contracted Services
2/10/2025		Layered Education	\$ 18,440.00	Contracted Services
3/3/2025	20472	LBM, Business Services Inc.	\$ 1,636.36	E-Rate
2/24/2025	20454	LBM, Business Services Inc.	\$ 1,636.36	E-Rate
3/24/2025		Lemon Battery	\$ 7,500.00	Contracted Services
2/24/2025		Lemon Battery	\$ 7,500.00	Contracted Services
3/24/2025		Linde Group	\$ 12,250.00	IT Support
3/10/2025		Linde Group	\$ 27,020.20	IT Support
2/10/2025	20423	Linde Group	\$ 28,490.70	IT Support
3/3/2025	20473	Lopez, Stephani	\$ 709.89	Reimbursement
3/3/2025		Making Waves Education Foundation	\$ 161,073.00	School Lease
2/3/2025		Making Waves Education Foundation	\$ 161,073.00	School Lease
2/3/2025	20389	Making Waves Education Foundation	\$ 610.70	School Lease
3/3/2025	20474	Marin Benefits Administrators	\$ 350.00	Contracted Services
2/10/2025	20424	Marin Benefits Administrators	\$ 350.00	Contracted Services
2/24/2025	20455	MCDONALD HOPKINS LLC	\$ 1,883.00	IT Contracted Services
2/3/2025	20390	MCDONALD HOPKINS LLC	\$ 2,158.00	IT Contracted Services
2/24/2025	20456	Mid-County Officials Network	\$ 2,341.00	Sport Game Fees
2/10/2025		Monsalve, Manuela	\$ 649.00	Contracted Services
2/14/2025	20438	National Association for College Admission Counseling	\$ 330.00	Contracted Services
3/24/2025		Nelson Connects	\$ 4,409.57	Staff Recruitment

Making Waves Academy Bill Payment List February to March 2025				
Date	Num	Vendor	Amount	Descriptions
3/17/2025		Nelson Connects	\$ 8,163.98	Staff Recruitment
3/10/2025		Nelson Connects	\$ 4,447.66	Staff Recruitment
3/3/2025	20475	Nelson Connects	\$ 4,428.88	Staff Recruitment
2/27/2025	Voided - 20391	Nelson Connects	\$ (4,428.88)	Staff Recruitment
2/14/2025	20439	Nelson Connects	\$ 4,176.39	Staff Recruitment
2/10/2025	20425	Nelson Connects	\$ 4,965.39	Staff Recruitment
2/3/2025	20391	Nelson Connects	\$ 4,428.88	Staff Recruitment
3/10/2025		Northwest 84th Consulting, LLC	\$ 12,000.00	Contracted Services
2/10/2025		Northwest 84th Consulting, LLC	\$ 12,000.00	Contracted Services
3/17/2025		NP Finance Solutions, LLC	\$ 5,304.20	Contracted Services
3/10/2025		NP Finance Solutions, LLC	\$ 7,525.00	Contracted Services
2/10/2025		NP Finance Solutions, LLC	\$ 9,100.00	Contracted Services
3/24/2025		Office Depot	\$ 613.92	Office Supplies
3/24/2025		Office Depot	\$ 28.18	Office Supplies
3/24/2025		Office Depot	\$ 1,568.67	Office Supplies
3/3/2025	20476	Office Depot	\$ 2,013.24	Office Supplies
2/14/2025	20440	Office Depot	\$ 3,578.00	Office Supplies
2/3/2025	20392	Office Depot	\$ 3,145.15	Office Supplies
2/24/2025	20457	Open Up Resources	\$ 78.74	Professional Development
3/17/2025	20499	Orkin Pest Control	\$ 960.00	Building Repairs/Maintenance
2/10/2025	20426	Orkin Pest Control	\$ 960.00	Building Repairs/Maintenance
2/3/2025	20393	Orkin Pest Control	\$ 478.00	Building Repairs/Maintenance
2/24/2025		Pacheco's Cleaning Service	\$ 53,500.00	Janitorial Services
3/3/2025	20477	Pavion Corp	\$ 840.00	Repairs and Maintenance - Building
3/3/2025		PG & E - 0911653377-0	\$ 5,966.88	Utility
2/3/2025		PG & E - 0911653377-0	\$ 5,335.06	Utility
3/3/2025		PG & E - 1229161920-8	\$ 14,031.01	Utility
2/3/2025		PG & E - 1229161920-8	\$ 13,933.80	Utility
3/3/2025		PG & E - 2052957541-5	\$ 6,077.57	Utility

Making Waves Academy Bill Payment List February to March 2025				
Date	Num	Vendor	Amount	Descriptions
2/3/2025		PG & E - 2052957541-5	\$ 5,750.56	Utility
3/3/2025		PG & E - 2538827590-8	\$ 18,108.88	Utility
2/3/2025		PG & E - 2538827590-8	\$ 17,554.55	Utility
3/3/2025		PG & E - 5344744823-3	\$ 3,307.50	Utility
2/3/2025		PG & E - 5344744823-3	\$ 2,539.68	Utility
3/3/2025		PG & E - 6293019192-9	\$ 12,222.76	Utility
2/3/2025		PG & E - 6293019192-9	\$ 11,911.07	Utility
3/3/2025	20478	PLIC - SBD GRAND ISLAND	\$ 20,335.64	Health Insurance
2/3/2025	20394	PLIC - SBD GRAND ISLAND	\$ 19,027.91	Health Insurance
3/10/2025		Quadient Leasing USA, Inc	\$ 1,197.16	Copier Lease
2/10/2025	20427	ReadyRefresh by Nestle	\$ 993.88	Drinking Water Supplies
2/3/2025	20395	Record Timing	\$ 600.00	Contracted Services
3/10/2025		Republic Services #851	\$ 5,303.52	Waste Management
2/10/2025		Republic Services #851	\$ 5,759.12	Waste Management
3/10/2025	20490	Richmond Park Florist	\$ 628.19	Graduation Supplies
3/3/2025	20479	Richmond Police Activities League	\$ 480.00	Contracted Services
3/17/2025		Rids Brother Company Inc	\$ 5,487.00	SPED Transportation Service
2/10/2025		Rids Brother Company Inc	\$ 6,251.00	SPED Transportation Service
3/24/2025		Sage Intacct, Inc.	\$ 20,100.00	Accounting Software
3/24/2025		Sage Intacct, Inc.	\$ 13.00	Accounting Software
2/3/2025	20396	Salesforce, Inc.	\$ 8,203.49	IT Contracted Services
3/24/2025		Scoot Education Inc	\$ 29,436.00	Substitutes Fee
3/10/2025		Scoot Education Inc	\$ 15,040.00	Substitutes Fee
3/3/2025		Scoot Education Inc	\$ 15,674.50	Substitutes Fee
3/3/2025		Scoot Education Inc	\$ 12,319.00	Substitutes Fee
2/14/2025	20441	Scoot Education Inc	\$ 9,246.00	Substitutes Fee
2/10/2025	20428	Scoot Education Inc	\$ 15,674.50	Substitutes Fee
2/3/2025	20397	Scoot Education Inc	\$ 3,123.00	Substitutes Fee
3/24/2025		Seneca Family of Agencies	\$ 4,218.00	SPED Service

Making Waves Academy Bill Payment List February to March 2025				
Date	Num	Vendor	Amount	Descriptions
3/17/2025		Seneca Family of Agencies	\$ 22,500.00	SPED Service
3/3/2025	20480	Seneca Family of Agencies	\$ 26,496.00	SPED Service
3/17/2025		Stericycle, Inc.	\$ 79.15	Contracted Services
2/24/2025		Stericycle, Inc.	\$ 158.30	Contracted Services
2/10/2025	20429	Surefire Cyber Inc	\$ 2,500.00	IT Contracted Services
2/24/2025	20458	SVT Gruppe, Inc.	\$ 1,856.40	Contracted Services
2/3/2025	20398	SVT Gruppe, Inc.	\$ 1,182.30	Contracted Services
3/24/2025		Swing Education, Inc	\$ 13,231.25	Substitutes Fee
3/17/2025		Swing Education, Inc	\$ 14,862.50	Substitutes Fee
3/10/2025		Swing Education, Inc	\$ 15,225.00	Substitutes Fee
2/24/2025	20459	Swing Education, Inc	\$ 12,868.75	Substitutes Fee
2/14/2025	20442	Swing Education, Inc	\$ 15,950.00	Substitutes Fee
2/10/2025	20430	Swing Education, Inc	\$ 14,500.00	Substitutes Fee
2/3/2025	20399	Swing Education, Inc	\$ 29,000.00	Substitutes Fee
3/24/2025		Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
2/24/2025		Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
2/10/2025	20431	Tamayo-Toler, Susan	\$ 2,942.67	Supplies
3/17/2025		The HR Manager LLC	\$ 295.00	Contracted Services
2/10/2025	20432	The HR Manager LLC	\$ 590.00	Contracted Services
3/24/2025		The Speech Pathology Group	\$ 3,803.00	SPED Service
3/3/2025		T-Mobile	\$ 2,536.52	Telephone
3/3/2025		T-Mobile	\$ 1,620.00	Telephone
2/3/2025		T-Mobile	\$ 881.86	Telephone
2/3/2025		T-Mobile	\$ 3,025.72	Telephone
3/10/2025		vChief	\$ 9,200.00	Contracted Services
2/10/2025		vChief	\$ 9,200.00	Contracted Services
3/3/2025	20481	Vision Service Plan	\$ 1,595.29	Health Insurance
2/3/2025	20400	Vision Service Plan	\$ 1,478.57	Health Insurance
3/10/2025	20491	Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease

Making Waves Academy				
Bill Payment List				
February to March 2025				
Date	Num	Vendor	Amount	Descriptions
3/3/2025	20482	Wells Fargo Vendor Financial Services, LLC	\$ 3,740.28	Copier Lease
2/10/2025	20433	Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease
2/3/2025	20401	Wells Fargo Vendor Financial Services, LLC	\$ 3,740.28	Copier Lease
		February to March 2025	\$ 1,950,416.10	
		February to March 2024	\$ 1,879,360.14	

Coversheet

Approve Minutes: March Board Meeting

Section:	V. Consent Action Items
Item:	F. Approve Minutes: March Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for March Board Meeting on March 10, 2025

APPROVED



Making Waves Academy

Minutes

March Board Meeting

Date and Time

Monday March 10, 2025 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>

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://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108>
- HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: <https://bit.ly/4eLd72o>

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

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Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

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 bfitzpatrick@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.**
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- **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 bfitzpatrick@mwacademy.org en inglés o español.**
 - *En su solicitud:*
 - *Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.*

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

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Please note that all agenda times are estimates.

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

Directors Present

Alicia Malet Klein, Amy Obinyan, Enrique Romero, Esther Hugo (remote), Janis Glover, Margaret Watson

Directors Absent

Jessica Laughlin

Guests Present

Bryann Fitzpatrick

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the board of directors of Making Waves Academy to order on Monday Mar 10, 2025 at 4:06 PM.

B. Record Attendance

C. Remarks by Board President

SEL & Student Outcomes

Focus Areas: Strategic Plan, student outcomes and credit-recovery strategies, student mental health

WASC/LCAP Goal: Goal 1- Support for All Learners; Goal 3- Diversity, Equity, and Inclusion

D. Public Comment

No public comment.

II. Standing Reports

A. Mission Connection: Student Wellness

The board expressed appreciation for the spaces that have been created for students and asked questions to better understand gaggle alerts from students relating to suicide.

B. ASB Update

The board engaged in a discussion with students about potential reasons for lack of engagement in dances and asked for clarification about certain events like "Splash Week." ASB expressed that there was recently a productive meeting with school leadership where they got the chance to discuss big school issues including course offerings for next year.

C. Q&A on Chief Executive Officer Report (CEO)

The board asked for clarification on the upcoming Charter Oversight Visit from the CCCOE and engaged in a discussion about potential changes that could be made to APEX to better support students. The conversation highlighted potential things to look forward to including more engagement in the Maker's Space and the discussion that was had recently with ASB.

CEO excused himself from the rest of the meeting due to personal reasons.

D. Strategic Plan Pre-work: Defining Graduate Portrait

Breeona Edeson gave a recount to the board about a recent trip a team of teachers and admin took to the Davinci school as part of defining MWA's portrait of a graduate. The board showed appreciation for being brought along through this process and are excited to see where this goes. It was noted that the staff at large will be brought into the conversation later in the week during an all staff PD session.

E. Deep Dive: Credit Recovery

The board was deeply engaged in the data presented showing student letter grade outcomes over grade levels. They pushed the school to look at cohorts across years, grades in classes of specific teachers and subjects. The board noted that the discrepancy in student grades between students who did and did not have a substitute was not as large as expected.

F. Q&A on Written School Report

The board asked questions about the school report about the support teachers receive when it comes to curriculum and about the relationship between the county. The recent visit and feedback from Instructional Partners was discussed and insights shared. The board also expressed interest in the fact that the school is reaching out to other schools for credit recovery support. The Social Worker shared about the recent survey that went out to parents.

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

The board expressed interest in the over-all org strategy and results from the recent Edgibility survey. The board requested more information on a data comparison of 5th grade applicant numbers for the recent lottery and discussed promotion strategies that were used this year.

H. Q&A on Written Finance Report

Representatives were not present so the board decided to ask questions via writing outside of the meeting.

I. Break

No break.

III. Non-Action Items

A. Board Work and Advisory Committee Updates

Brief update was given on the student board member application process and recognized that applicants were present at the meeting.

IV. Action Items

A. Rivet School MOU

Margaret Watson made a motion to Approve Rivet School MOU.

Amy Obinyan seconded the motion.

The board discussed if there was a quota for the number of student applicants and reached out to Patrick O'Donnell from MWEF for more information on the MOU. A refreshed version of the MOU was requested to be included in the agenda for this meeting.

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

Margaret Watson made a motion to Approve Rivet School MOU.

Amy Obinyan seconded the motion.

The board discussed if there was a quota for the number of student applicants and reached out to Patrick O'Donnell from MWEF for more information on the MOU. A refreshed version of the MOU was requested to be included in the agenda for this meeting.

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

V. Consent Action Items

A. CDW eRate Proposal Approval

Esther Hugo made a motion to Approve.

Janis Glover seconded the motion.

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

B. Vendor Invoices for January 2025

Esther Hugo made a motion to Approve.

Janis Glover seconded the motion.

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

C. FY205 Second Interim Budget

Esther Hugo made a motion to Approve.

Janis Glover seconded the motion.

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

D. 2025 Audit and Tax Agreements

Esther Hugo made a motion to Approve.

Janis Glover seconded the motion.

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

E. Accept Minutes from March Finance Advisory Committee

Esther Hugo made a motion to approve the minutes from Finance Advisory Committee Meeting on 03-05-25.

Janis Glover seconded the motion.

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

F. Approve Minutes: January Board Meeting

Esther Hugo made a motion to approve the minutes from January Board Meeting on 01-27-25.

Janis Glover seconded the motion.

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

VI. Discussion Items

A. Appreciations by the Board of Directors

Appreciation was expressed for the Portrait of a Graduate work, the staff and faculty that supported all of the reports shared in the meeting, the various ASB students who consistently come to the meetings to give updates from a student perspective, and the students who applied to be a student board member and showed up to the board meeting today.

B. Schedule of Remaining Board of Directors Meetings for 2024-25

- May 5, 2025 @ 4:00 pm
- June 12, 2025 - Graduation
- June 16, 2025 @ 11:00 am

VII. Closed Session

A. Public Employee Discipline/Dismissal/Release

No action was taken.

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 7:00 PM.

Respectfully Submitted,
Alicia Malet Klein

Coversheet

Accept Minutes from Spring CIRAC/WASC

Section:	V. Consent Action Items
Item:	G. Accept Minutes from Spring CIRAC/WASC
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Spring CIRAC & WASC Meeting on April 18, 2025

APPROVED



Making Waves Academy

Minutes

Spring CIRAC & WASC Meeting

MWA spring WASC & Curriculum and Instruction Review Advisory Committee meeting.

Date and Time

Friday April 18, 2025 at 9:30 AM

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/92100710845?pwd=H6bocA2yrSi1bRbeEFNgIXboVEtqiW.1>

Passcode: 509135

Or One tap mobile :

+16699006833,,92100710845#,,,,*509135# US (San Jose)

+16694449171,,92100710845#,,,,*509135# US

Or Telephone:

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

+1 669 900 6833 US (San Jose)

+1 669 444 9171 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+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

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 - *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).*
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Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

Please note that all agenda times are estimates.

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

Committee Members Present

Alicia Malet Klein (remote), Esther Hugo (remote)

Committee Members Absent

None

Guests Present

Alton B. Nelson Jr. (remote), Arika Spencer-Brown (remote), Bryann Fitzpatrick (remote), Elizabeth Martinez (remote), Tameka Jackson (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the Curriculum Advisory Committee Committee of Making Waves Academy to order on Friday Apr 18, 2025 at 9:45 AM.

B. Record Attendance and Guests

C. Public Comment

No public comment.

II. Objectives and Structure

A. Introductions, Orientation to the Agenda, and Overview Focus

Board president reviewed the meeting agenda.

III. Opening

A. Updates: WASC Process

Committee voiced enthusiasm for the changes WASC is piloting, including a shorter report; using existing groups for input and feedback; AI for data analysis and embedded rubrics. Board members advocated for the school to look into ways to engage community members that are not typically active participants as well as working with the upcoming student board member and the parents who worked on the charter renewal. It was suggested that the full board have a WASC engagement session at one of the meetings next year.

B. Pre-Meeting Questions

Committee reviewed answers to questions around student failure rates from Fall 2024, noting they are returning to pre-pandemic levels, and reviewed short- and long-term interventions, including credit recovery, summer options, parent communication and SEL support. Additional questions related to AP courses, concurrent enrollment opportunities and career-connected learning, particularly blending the current college-going mindset with a career-focused curriculum to be piloted, likely in 7th and 8th grades.

C. Break

IV. LCAP/WASC Goals

A. Goal 1: Support for All Learners

Committee reviewed efforts to improve student grades through curriculum adjustments, teacher support, and expanded interventions, with a particular focus on EL and SpEd students. Core subjects are showing recovery as MS teachers adjust to shorter class periods and more refined pacing. Continued concerns include Algebra II failure rates, gaps in EL and SWD leadership, and the need for stronger strategies in science and social studies. Instructional Partners, coaching, and PLCs are helping build alignment across grade levels. Focus remains on equity in access to support and AP courses, increased parent communication, and encouraging student ownership over academic success.

B. Goal 2: College and Career Readiness

Committee heard updates on the impact of the larger senior class size and the necessary CCC expanded supports, including extended office hours, more family Zoom sessions, and increased collaboration with faculty and deans to better serve students. Partnerships with MWEF and community organizations have strengthened, providing students with more opportunities. College info sessions will continue next year, and the CCC expressed appreciation for ongoing support as they prepare for Decision Day and plan ahead. The group briefly discussed the MWEF decision to reopen the application process for its college-success program to those students initially denied.

C. LCAP/WASC Goal 3: Diversity, Equity, and Inclusion

Committee discussed positive culture-building efforts by deans and school leaders through value awards, positive parent outreach, and staff recognition. The rate of restorative conversations was discussed and will continue to be monitored alongside suspension data. Rebuilding a robust parent culture remains a challenge post-pandemic, though attendance has improved and core values remain a strong foundation.

The group also discussed the integration WASC and LCAP into one committee, including how many meetings per year the committee should have. Fall and spring meetings will be planned for next year.

V. Closing Items

A. Action Items/Next Steps

- Dr. Jackson will share the answers to the pre-meeting questions related to failure rates, as well as the historical failures bar chart, with the full board next week.
- Dr. Hugo will present on the meeting at the June board meeting
- Ms. Klein, Mr. Nelson, and Ms. Martinez will discuss possible tweaks to the board meeting scope and sequence during the WASC process next year.

B. Good of the Order and Exit Tickets

C. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:54 AM.

Respectfully Submitted,
Alicia Malet Klein

D. Day of Slides

Documents used during the meeting

- WASC Reimagined Pilot Overview.pdf
- WASC Timeline_2026.pdf
- OPTIONAL READ_ WASC Roles and Responsibilities.pdf
- CIRAC Spring 2025 (1).pdf
- WASC_CIRAC April 2025 Pre Questions.pdf
- CIRAC_LCAP_WASC_Goal_1_Presentation_Spring_2025.pdf
- CIRAC_LCAP_WASC_Goal_1_Presentation_Spring_2025.pptx
- Advanced Placement (AP) Course List '24-25.pdf
- (WASC) Copy of AP Score Reports 23-24 - AP Score Summary (1).pdf
- CIRAC Spring 2025.pdf
- CIRAC - WASC_LCAP Goal 3 Spring Meeting - April 2025 (1).pdf
- CIRAC Spring 2025 (2).pdf

Coversheet

Accept Minutes from Finance Advisory Committee

Section:	V. Consent Action Items
Item:	H. Accept Minutes from Finance Advisory Committee
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Finance Advisory Committee Meeting on April 23, 2025

APPROVED



Making Waves Academy

Minutes

Finance Advisory Committee Meeting

Date and Time

Wednesday April 23, 2025 at 10:00 AM

Location

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/j/82344244988?pwd=NXJQc0lvNDhZVjIeEaGVaOEZBaDg1QT09>

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:

Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

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 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 bfitzpatrick@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 bfitzpatrick@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:

Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

Please note that all agenda times are estimates.

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

Committee Members Present

Alicia Malet Klein (remote), Alton B. Nelson Jr. (remote), Ken Blum (remote), Lori Crawford (remote), Sid Landman (remote)

Committee Members Absent

Steve Blass

Guests Present

Bryann Fitzpatrick (remote), Elizabeth Martinez (remote)

I. Opening Items

A.

Record Attendance

B. Call the Meeting to Order

Alicia Malet Klein called a meeting of the Finance Committee of Making Waves Academy to order on Wednesday Apr 23, 2025 at 10:07 AM.

II. Finance

A. FY26 Original Budget (1st Draft)

- Committee asked questions about student enrollment rates and asked that leadership continue to think about the levels of enrollment.
- The CEO of MWA commented that despite lower lottery numbers, overall enrollment is stable; educational quality and fiscal responsibility remain top priorities.
- Committee commented that the budget reflects strategic reductions, led by COO, that has resulted in savings over the last few years.
- Only minor revisions are expected on the budget before presenting it to the board.

B. MWA Cash Flow Follow Up

- Committee agreed with the Academy's strategy for reducing the overall cash balance after the current fiscal year.

C. Total Compensation Discussion

- The COO provided an overview of the Total Compensation Study results and proposed two scenarios to change MWA's compensation strategy. The strategy will yield material savings over the next couple of years.
- Committee members supported both scenarios and asked that the CEO and COO make a final decision that would support MWA's overall goals in recruitment and retention.
- COO will work with the MWA Controller to update the budget based on the final decision at the next Committee meeting.

D. Other Questions

All questions answered in other sections.

E. Packet

F. Public Comment

No public comment.

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 11:17 AM.

Respectfully Submitted,
Alicia Malet Klein

B. FAC Schedule

Next FAC meeting 6/4/25
Final MWA board meeting 6/16/25

Coversheet

MWA Designation of CIF Representatives to League

Section:	V. Consent Action Items
Item:	I. MWA Designation of CIF Representatives to League
Purpose:	Vote
Submitted by:	
Related Material:	Making Waves Academy 2025-26 Designation of CIF Rep to League.pdf

2025-2026 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 27, 2025.**

Making Waves Academy School District/Governing Board at its May 5, 2025 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2025-2026 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Making Waves Academy
NAME OF REPRESENTATIVE Alton B. Nelson, Jr. POSITION CEO/Head of School
ADDRESS 4123 Lakeside Drive CITY Richmond ZIP 94806
PHONE 510-262-1511 FAX 510-262-1518 E-MAIL anelson@mwacademy.org

NAME OF SCHOOL Making Waves Academy
NAME OF REPRESENTATIVE Britta Fjelstrom POSITION Director of Athletics
ADDRESS 4123 Lakeside Drive CITY Richmond ZIP 94806
PHONE 510-262-1511 FAX 510-262-1518 E-MAIL bfjelstrom@mwacademy.org

NAME OF SCHOOL Making Waves Academy
NAME OF REPRESENTATIVE Alonso Rivera POSITION Assistant Director of Athletics
ADDRESS 4123 Lakeside Drive CITY Richmond ZIP 94806
PHONE 510-262-1511 FAX 510-262-1518 E-MAIL arivera@mwacademy.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Alton B. Nelson, Jr. Signature _____
Address 4123 Lakeside Drive City Richmond Zip 94806
Phone 510-262-1511 Fax 510-262-1518

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

Coversheet

Documentos traducidos al español/Documents translated to Spanish

Section:	VIII. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)
Item:	B. Documentos traducidos al español/Documents translated to Spanish
Purpose:	FYI
Submitted by:	
Related Material:	2025_05_05_board_meeting_agenda-Spanish.pdf May_School Board Report_2024-25-Spanish.pdf



Making Waves Academy

Reunión de la Junta Directiva de Mayo

Fecha y Hora

Lunes 5 de mayo de 2025 a las 4:00 PM (Hora del Pacífico)

Lugar

En persona en:

Making Waves Academy
4123 Lakeside Dr.
Richmond, CA 94806

Y transmitiendo por Zoom:

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

Código de Acceso: 073032

O acceso con un solo toque:

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

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

O por Teléfono:

Marque (para mayor calidad, marque un número según su ubicación actual):

+1 669 444 9171 EE. UU.

+1 669 900 6833 EE. UU. (San Jose)

+1 253 205 0468 EE. UU.

+1 253 215 8782 EE. UU. (Tacoma)

+1 346 248 7799 EE. UU. (Houston)

+1 719 359 4580 EE. UU.

+1 689 278 1000 EE. UU.

+1 929 436 2866 EE. UU. (New York)

+1 301 715 8592 EE. US. (Washington DC)

+1 305 224 1968 EE. UU.

+1 309 205 3325 EE. US.
+1 312 626 6799 EE. UU. (Chicago)
+1 360 209 5623 EE. UU.
+1 386 347 5053 EE. UU.
+1 507 473 4847 EE. UU.
+1 564 217 2000 EE. UU.
+1 646 931 3860 EE. UU.

ID del Seminario Web: 878 5502 2048

Código de Acceso: 073032

Números internacionales disponibles: <https://mwacademy.zoom.us/j/6466666666>

Otra ubicación remota:

- Biblioteca Pública de Doylestown, 150 S. Pine Street, Doylestown, PA 18901

PRÓXIMAMENTE

- HAGA CLIC AQUÍ para acceder a la agenda y portadas en español/[CLICK HERE](https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108) to access agenda and cover sheets in Spanish: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108>
- HAGA CLIC AQUÍ para acceder al reporte escolar/[CLICK HERE](https://bit.ly/4eLd72o) to access the school board report in Spanish: <https://bit.ly/4eLd72o>

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

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

Bryann Fitzpatrick a bfitzpatrick@mwacademy.org o (510) 994-6486.

Comentario Público

- El público puede dirigirse a la Junta Directiva de MWA respecto a cualquier tema dentro de la jurisdicción de la junta directiva de MWA.
- Bajo Comentarios Públicos, los miembros del público pueden
 - Comentar sobre los temas que están en la agenda
 - Comentar sobre temas que no están en la agenda.
 - **Las presentaciones están limitadas a dos minutos cada una**, o un total de veinte minutos para todos los oradores, o el límite de dos minutos puede reducirse.
- De acuerdo con la Ley Brown, la Junta de MWA puede escuchar comentarios, pero no puede abordarlos ni tomar medidas sobre los temas presentados. Los miembros de la junta directiva están muy limitados en su respuesta a declaraciones o preguntas de personas que comenten sobre temas que no están en la agenda.

- **Los oradores pueden presentar una solicitud para hablar antes de las 9:00 AM del día de la reunión de la junta, rellenar una tarjeta de comentarios en la reunión, o levantar la mano/utilizar 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 bfitzpatrick@mwacademy.org en inglés o español.**
 - Su presentación debe:
 - indicar si es un comentario para el público general al inicio de la reunión o un comentario para un tema específico de la agenda (por favor incluya el número del tema).
 - incluir su nombre para que le puedan llamar cuando sea su turno de hablar.
 - Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.
- De acuerdo con SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y los padres y otra información del directorio, excepto según lo requiera una orden judicial o la ley federal. Si un padre/tutor legal desea que se incluya un nombre, uno debe informar a la Directiva antes de su comentario público.

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 bfitzpatrick@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.*

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

Bryann Fitzpatrick a bfitzpatrick@mwacademy.org o (510) 994-6486.
Por favor tenga en cuenta que todos los horarios de la agenda son aproximados.
Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Agenda

	Propósito	Presentador	Hora
I. Temas de Apertura			4:00 PM
Temas de Apertura			
A. Convocar a la Reunión		Alicia Malet Klein	
Alicia Malet Klein presidirá la apertura de la reunión.			
B. Registrar Asistencia		Alicia Malet Klein	1 m
Pasar lista y verificación de quórum.			
C. Observaciones del Presidente de la Junta Directiva	Discusión	Alicia Malet Klein	2 m
Semana de Reconocimiento de los Docentes y el Personal			
Área de Enfoque: Progreso en matemáticas; enfoques y estrategias de alto nivel, así como éxitos y desafíos;			
Objetivo WASC/LCAP: Objetivo 1 - Apoyo para Todos los Estudiantes			
Cambios en la junta directiva, un paso importante con la incorporación de un miembro estudiantil Resiliencia frente al cambio y un compromiso continuo con el éxito estudiantil.			
D. Comentario Público		Alicia Malet Klein	20 m

Propósito

Presenta

Hora

- El público puede dirigirse a la Junta de MWA sobre cualquier tema dentro de la jurisdicción de la junta directiva de MWA.
 - Bajo Comentarios Públicos, los miembros del público pueden
 - Comentar sobre los temas que están en la agenda
 - Comentar sobre temas que no están en la agenda.
 - **Las presentaciones están limitadas a dos minutos cada una**, o un total de veinte minutos para todos los oradores, o el límite de dos minutos puede reducirse.
 - De acuerdo con la Ley Brown, la Junta de MWA puede escuchar comentarios, pero no puede abordarlos ni tomar medidas sobre los temas presentados. Los miembros de la junta directiva están muy limitados en su respuesta a declaraciones o preguntas de personas que comenten sobre temas que no están en la agenda.
 - **Los oradores pueden presentar una solicitud para hablar antes de las 9:00 AM del día de la reunión de la junta, rellenar una tarjeta de comentarios en la reunión, o levantar la mano/utilizar 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 bfitzpatrick@mwacademy.org en inglés o español.**
 - Su presentación debe:
 - *indicar si es un comentario para el público general al inicio de la reunión o un comentario para un tema específico de la agenda (por favor incluya el número del tema).*
 - *incluir su nombre para que le puedan llamar cuando sea su turno de hablar.*
 - *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*
 - De acuerdo con SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y los padres y otra información del directorio, excepto según lo requiera una orden judicial o la ley federal. Si un padre/tutor legal desea que se incluya un nombre, uno debe informar a la Directiva antes de su comentario público.
 - De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:
 - La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19.
-
- *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:*

Proposit Presenta Hora

- *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.*
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 - *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).*
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II. Informes Permanentes

4:23 PM

- | | | | | |
|-----------|---|---------------------------|---------------------|------|
| A. | Conexión con la Misión: Estudiantes en matemáticas | Para su información | Michelle Bolaños | 5 m |
| | Vídeo que muestra la instrucción de matemáticas y los comentarios de los estudiantes. | | | |
| B. | Actualización de ASB | Para Su Información (FYI) | J. Thomas / C. Ruíz | 10 m |
| | Actualización de los oficiales del Cuerpo Estudiantil Asociado (ASB) y sesión de preguntas y respuestas con la junta directiva. | | | |

	Propósito	Presenta	Hora
C. Análisis Profundo: Progreso en Matemáticas	Conversar	Tameka Jackson	15 m
Revisión de las estrategias de instrucción de matemáticas que han demostrado eficacia y vista previa de las áreas de crecimiento para el próximo año.			
D. Sesión de Preguntas y Respuestas sobre el Informe Escolar Escrito	Discusión	Tameka Jackson	15 m
Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escolar escrito, centrándose en las actualizaciones sobre matemáticas y lo que los datos revelan.			
E. Preguntas y Respuestas Sobre el Informe del Director Ejecutivo (CEO)	Para su Información	Alton B. Nelson Jr.	5 m
Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escrito del Director Ejecutivo (CEO).			
F. Sesión de Preguntas y Respuestas sobre el Informe del Director de Operaciones (COO)	Conversar	Elizabeth Martínez	10 m
Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escrito del COO, centrándose en un análisis detallado del estado de las contrataciones para el próximo año.			
G. Sesión de Preguntas y Respuestas sobre el Informe Financiero Escrito	Conversar	Elizabeth Martínez	5 m
Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escrito.			
H. Descanso			5 m

III. Temas que No Requieren Acción5:33 PM

- A.** Actualización sobre el Trabajo de la Junta y los Comités Asesores. Para su información Alicia Klein
- No hay informes en esta reunión.

Los Comités Asesores proporcionarán un resumen del trabajo realizado hasta la fecha y los próximos pasos; los comités en negrita (bold) harán la presentación.

- Comités Asesores
 - Revisión del Currículo y la Instrucción / WASC
 - **Financiamiento**
 - DEIB/Cultura y Clima
 - Auditoría

	Propósito	Presenta	Hora
B. Lista de Opciones de Asignación Local de EdCoad para 2025-2026	Para su Información	Meuy Saechao	5 m
De acuerdo con la Política de Asignación Local de MWA EC aprobada por la Junta, se presentará a la Junta una lista de los maestros titulados que han sido aprobados para enseñar asignaciones a través de las opciones de Asignación Local EC antes del inicio de cada año escolar.			
C. Declaración de Necesidad de CTC	Para su Información	Meuy Saechao	5 m
La Declaración de Necesidad permite a MWA solicitar documentos/permiso de emergencia para maestros no certificados.			

IV. Temas de Acción 5:43 PM

A. Audiencia Pública del LCAP	Para su Información	Tameka Jackson	15 m
Revisar el borrador de la Actualización Anual del Plan de Control Local y Responsabilidad (LCAP) 2024-25 y recopilar comentarios de la junta y del público. El borrador final del LCAP será sometido a votación en la reunión de la junta de junio.			
B. Revisión del Reglamento Interno	Votar	Alicia Malet Klein	1 m
La junta votará sobre la adición de lenguaje alineado con el Código de Educación del Estado para permitir que haya un miembro estudiantil en la junta.			
C. Junta Directiva / Renuncia	Votar	Alicia Malet Klein	1 m
Aceptar la renuncia de Jess Laughlin.			
(El reconocimiento se llevará a cabo en la reunión de junio.)			
D. Junta Directiva/Cambio	Votar	Alicia Malet Klein	2 m
Designar a Amy Obinyan para un término completo de 3 años, efectivo a partir del 16 de junio.			
E. Junta Directiva / Adición	Votar	Alicia Malet Klein	5 m
Designar a Felicia Selva para un término de 2 años en el rol de miembro de la junta representando a los padres.			
F. Junta Directiva / Adición	Votar	Alicia Malet Klein	5 m
Designar a Valeria Serrano para un término de 1 año como miembro estudiantil de la junta, efectivo a partir del 1 de julio.			

V. Temas de Acción por Consentimiento 6:12 PM

Impacto fiscal total: \$1,111,302

	Propósito	Presenta	Hora
A. Manual del Estudiante y de los Padres/Tutores	Votar	Carmen Velarde	5 m
La Junta revisará y aprobará el Manual actualizado para Estudiantes y Padres/Tutores para el Año Escolar 2025-26.			
B. Ratificar la Aprobación de Compra de Chromebooks para Estudiantes	Votación	Damon Edwards	1 m
Revisar y ratificar la votación unánime para aprobar la compra de Chromebooks para estudiantes para el próximo año, realizada por correo electrónico del 25/3 al 31/3, para evitar el impacto que los aranceles tendrían sobre el costo.			
Impacto Fiscal: \$256,339			
C. Renovación del Servicio de Mesa de Ayuda de SolarWinds	Votar	Damon Edwards	1 m
La junta revisará y votará para renovar el contrato para el Servicio de Mesa de Ayuda de SolarWinds. Este es un sistema en línea de tickets de servicio al cliente y gestión de inventario de equipos utilizado por los equipos de Tecnología de la Información (TI), Datos y Evaluación, y Operaciones de MWA.			
Impacto Fiscal: \$41,541.28			
D. Facturas de Proveedores para	Votación	???	1 m
La junta revisa y aprueba los pagos de facturas de enero de 2024.			
Impacto Fiscal: \$xx			
E. Aprobación de las Actas: Reunión de la Junta de Marzo	Aprobar Actas	Alicia Klein	1m
La Junta de MWA revisa y acepta las actas de la reunión de la junta de marzo.			
F. Aceptar Actas de Primavera de CIRAC/WASC	Aprobar Actas	Alicia Malet Klein	1 m
La Junta de MWA revisa y acepta las actas de la reunión de Spring CIRAC/WASC. Aprobar las actas de la reunión de Spring CIRAC y WASC del 18 de abril de 2025			
G. Aceptar las Actas del Comité Asesor de Finanzas	Aprobación de las Actas	Alicia Malet Klein	1 m
La junta revisa y acepta las actas del Comité Asesor de Finanzas. Aprobar las actas de la reunión del Comité Asesor de Finanzas del 23 de abril de 2025.			

Proposit Presenta Hora

VI. Temas de Discusión 6:23 PM

A. Agradecimientos por parte de la Junta Directiva Para su Información Alicia Klein 5 m

Según lo establecido en la Ley de Reuniones Abiertas del Estado de California, no se pueden tomar acciones bajo este punto del orden del día. El único propósito de este tema de la agenda es brindar una oportunidad para que la Junta Directiva haga comentarios.

B. Calendario de las Reuniones Restantes Para su Información Alicia Klein 2 m
de la Junta Directiva para 2024-25

●16 de junio de 2025 a las 11:00 a. m.

Nota: La graduación de EE. UU. será el jueves 6/12 a las 6 p. m. en el campus. Después habrá una cena en las oficinas de MWEF para los miembros de la fundación, la junta escolar y los líderes ejecutivos.

VII. Sesión Cerrada 6:30 PM

A. Disciplina/Despido/Separación de Empleado Público Conversar Alicia Malet Klein 15 m

La junta se retirará a una sesión cerrada para tratar un asunto confidencial de personal conforme a la Sección 54957.

VIII. Diapositivas de Presentación del Día (Junta MWA:) No Leer con Anticipación 6:45 PM

A. Diapositivas Presentadas en la Reunión de la Junta (Personal, por favor no vinculen presentaciones aquí) Para Su Información Bryan Fitzpatrick

B. Documentos traducidos al Para Su Información Alicia Klein
español/Documentos traducidos al español

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 sera escrito por la directora principal de la escuela y sus líderes escolares. Tome en cuenta que no todos los articulos incluyen una hoja de portada; las hojas de portada se crean principalmente para articulos que requieren explicación más allá de la breve descripción del articulo.

Este año, continuaremos traduciendo la agenda de la junta directiva al español. Además, este año estaremos traduciendo las portadas que proporcionan una breve explicación de los temas incluidos en la agenda, así como el informe escolar el cual es elaborado por Senior School.

	Proposit	Presenta	Hora
Director y sus líderes escolares. Por favor tenga en cuenta que no todos los temas incluyen una portada - las portadas se elaboran principalmente para los temas que requieren una explicación adicional más allá de la breve descripción del tema.			

IX. Temas de Clausura

A.	Cierre de la Reunión	Voto	Alicia Klein
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Informe de la Junta Directiva

En Toda la Escuela

Informe de la Junta Escolar - Mayo del 2025

En toda la escuela

Dra. Tameka Jackson, Directora

Tina Garrison, subdirectora de la escuela secundaria

Marjorie McCowan, entrenadora instructiva

Alefiyah Lokhandwala, entrenadora de instrucción de matemáticas

Gentia Lowe-Reese, instructora educativa

Dra. Arika Spencer-Brown, Directora de Asesoramiento Universitario y Profesional

¿QUÉ?

Excursión de 8.º grado a la Oficina de Orientación Universitaria y Profesional (CCC)

Los estudiantes de octavo grado tuvieron la oportunidad de asistir a una excursión a la oficina de CCC para explorar diferentes opciones universitarias y obtener información sobre cómo el departamento los apoyará a lo largo de su experiencia educativa en la escuela superior. Durante el viaje, los estudiantes participaron en una presentación interactiva, participaron en juegos y ganaron obsequios con temas universitarios, todo ello destinado a despertar entusiasmo y motivación para sus futuros caminos académicos.

Preparación para las evaluaciones CAASPP

La preparación para las próximas evaluaciones estatales CAASPP está en pleno apogeo. Los distintos grados están organizando campamentos de entrenamiento CAASPP para garantizar que los estudiantes estén bien preparados para las evaluaciones. Estos campamentos están diseñados para brindar apoyo y recursos específicos, equipando a los estudiantes con las herramientas necesarias para el éxito.

Planificación colaborativa y prácticas instructivas

Los niveles de grado continúan perfeccionando sus prácticas en la planificación colaborativa con el apoyo de las herramientas proporcionadas por los socios de instrucción. El foco de este trabajo se ha desplazado hacia el análisis de ejemplos de trabajos de estudiantes, profundizando en la internalización de las lecciones para lograr un andamiaje más sólido y desarrollando preguntas significativas de nivel de profundidad de conocimiento (DOK) para garantizar un plan de estudios riguroso y atractivo.

Mejoras del Departamento de Ciencias

Se están introduciendo en el departamento de Ciencias las Guías de Práctica Instruccional (IPG) para establecer expectativas claras y apoyar la mejora continua de la instrucción. Los miembros del equipo científico han comenzado a observar las clases de los demás para compartir estrategias y mejores prácticas. Las sesiones de coaching también se han centrado en desglosar y analizar la rúbrica TNTP para preparar mejor a los docentes para las evaluaciones formales. Además, el proceso de contratación ahora incluye mini sesiones de coaching para evaluar y apoyar a los candidatos. El New Teacher Boot Camp continúa ofreciendo entrenamiento intensivo sobre gestión del aula, redacción de objetivos efectivos y ayuda a los educadores a conectarse con su "POR QUÉ". El boca a boca también ha atraído a más profesores deseosos de participar.

Socios de instrucción: Análisis de datos y crecimiento

El reciente análisis de datos de Instruction Partners destacó el crecimiento en todos los indicadores de enfoque, especialmente en el dominio de los estándares y la alineación con el rigor. Los recorridos por las clases de matemáticas de 5.º a 12.º grado revelaron que las clases con sustitutos a largo plazo o maestros acreditados han mostrado progreso en áreas tales como cuestionamiento para el dominio, controles de comprensión y fomento del esfuerzo productivo. Además, el equipo de quinto grado lanzó un campamento de entrenamiento de habilidades matemáticas durante ELB para trabajar las habilidades fundamentales a través de una intervención enfocada.

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Evaluaciones formales del ciclo 2

Dada la transición del Dr. Jackson y el impacto de vacantes de personal imprevistas, no se realizarán evaluaciones formales del Ciclo 2. En lugar de ello, los profesores recibirán observaciones sustantivas finales que les ayudarán a obtener una evaluación formativa de su crecimiento a lo largo del año escolar, así como un resumen sumativo de los ciclos de entrenamiento del año. Estas sesiones se centrarán en brindar apoyo continuo a los educadores mientras trabajan para cumplir con los estándares de desempeño y mejorar las prácticas de instrucción.

Concéntrese, manténgase enfocado / Construyendo puentes hacia su futuro currículo

Actualmente estamos considerando la implementación del plan de estudios *Get Focused, Stay Focused* (US) / *Building Bridges to Your Future* (MS), que enfatiza la planificación de la vida con un enfoque en la preparación para la universidad y la carrera profesional. Diseñado específicamente para la escuela secundaria, este programa piloto prepara a los estudiantes para participar en procesos de exploración, toma de decisiones y planificación de carreras para la escuela secundaria. El plan de estudios tiene como objetivo aumentar la autoeficacia de los estudiantes, ayudándolos a creer en su capacidad para tener éxito en la escuela secundaria y más allá. También introduce a los estudiantes al proceso de planificación de 10 años, alentándolos a convertirse en aprendices autodirigidos y planificadores a largo plazo.

Reflexión del año escolar

El equipo del CCC tuvo un año especialmente ocupado ya que el tamaño de la clase de último año se duplicó. Para gestionar este crecimiento de manera eficaz, implementamos estrategias de asesoramiento mejoradas, colaborando estrechamente con otros departamentos de EE. UU. para garantizar servicios y recursos integrados para los estudiantes graduados. Además, ampliamos el horario de oficina, aumentamos la disponibilidad de citas y organizamos sesiones nocturnas de Zoom para estudiantes y padres para brindar apoyo adicional. Se han enviado todos los avisos de graduación a los estudiantes de último año y sus familias, lo que marca un hito importante en la trayectoria académica de nuestros estudiantes.

¿ASÍ QUE LO QUE?

Excursión de 8.º grado a la Oficina de Orientación Universitaria y Profesional (CCC)

La excursión de octavo grado a la oficina del CCC ofreció a los estudiantes una exposición reveladora a varias opciones de educación postsecundaria, fomentando una mentalidad de ir a la universidad temprano en su trayectoria académica. A través de presentaciones interactivas y divertidos obsequios con temas universitarios, los estudiantes pudieron participar del proceso universitario de una manera emocionante y accesible. Esta experiencia no sólo despertó entusiasmo sobre su futuro, sino que también desmitificó la trayectoria universitaria, ayudando a los estudiantes a comprender los sistemas de apoyo disponibles para ellos a lo largo de su experiencia educativa en Estados Unidos. Al generar un sentido de comunidad y alentar el establecimiento de metas, el viaje ha tenido un impacto positivo duradero en la motivación y el compromiso de los estudiantes en sus estudios actuales.

Preparación para las evaluaciones CAASPP a través de campamentos de entrenamiento

Para ayudar a los estudiantes a prepararse para las próximas evaluaciones CAASPP, se han organizado campamentos de entrenamiento para familiarizar a los académicos con la estructura y las expectativas de la evaluación. Estas sesiones están diseñadas para reducir la ansiedad ante los exámenes y aumentar la confianza, al mismo tiempo que refuerzan los estándares y habilidades clave. Al centrarse en áreas de contenido esenciales, los Boot Camps brindan una revisión oportuna y mejoran la preparación de los estudiantes para demostrar sus conocimientos. Esta preparación no solo apoya el logro académico sino que también permite a los educadores recopilar datos precisos para fundamentar la instrucción y satisfacer mejor las necesidades de los estudiantes.

Planificación colaborativa con socios de instrucción

La colaboración continua sigue siendo una piedra angular del desarrollo profesional, garantizando que los educadores alineen su instrucción con estándares rigurosos y mejores prácticas. El enfoque se ha desplazado hacia el análisis del trabajo de los estudiantes, el perfeccionamiento de las estrategias de andamiaje y el desarrollo de preguntas reflexivas

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de nivel de profundidad de conocimiento (DOK), todo lo cual mejora la calidad de la instrucción y la capacidad de respuesta a las necesidades de los estudiantes. Esta práctica reflexiva promueve un aprendizaje más profundo y mejora la eficacia de la enseñanza. Además, esfuerzos como la implementación de Guías de Práctica Instruccional (GPI) para ciencias garantizan la consistencia y claridad en las prácticas de enseñanza, mientras que las observaciones entre pares fomentan la colaboración y el aprendizaje profesional.

El uso de la rúbrica del Proyecto Nuevo Maestro (TNTP) en las evaluaciones docentes permite una mayor comprensión de los criterios y hace que la retroalimentación sea más procesable. Se incorporan mini sesiones de coaching al proceso de contratación, lo que garantiza altos estándares para los educadores entrantes y al mismo tiempo les brinda apoyo desde el principio. El éxito del campamento de entrenamiento para docentes, particularmente en el fortalecimiento de las habilidades docentes básicas y el aumento de la motivación docente, resalta la efectividad del apoyo intencional y enfocado. La creciente participación en estas iniciativas, impulsada por recomendaciones de boca en boca, refleja un alto nivel de confianza y valor en el trabajo.

Iniciativas lideradas por docentes y cultura colaborativa

El crecimiento de la práctica instructiva refleja una sólida cultura colaborativa dentro de la escuela, donde las comunidades de aprendizaje profesional (PLC) y el coaching juegan un papel importante en la mejora de la práctica docente. Las iniciativas lideradas por docentes, como los campamentos de entrenamiento y las tutorías, abordan directamente las brechas académicas y, además, responden a las inquietudes de los padres y los maestros. Estas iniciativas demuestran el compromiso de la escuela tanto con el desarrollo docente como con el aprendizaje de los estudiantes.

Evaluación formal del ciclo 2: Plan y programación de la sesión de coaching

Como parte de los preparativos para las Evaluaciones Formales del Ciclo 2, se están programando sesiones de entrenamiento para apoyar aún más a los docentes en el perfeccionamiento de sus prácticas de instrucción. Estas sesiones tienen como objetivo profundizar la planificación instructiva en consonancia con los estándares y perfeccionar las estrategias basadas en la retroalimentación de las evaluaciones del Ciclo 1. El objetivo es garantizar que los docentes estén completamente preparados para los recorridos, la participación de los estudiantes y la recopilación de evidencia, al mismo tiempo que restablecen y miden el crecimiento desde las evaluaciones del Ciclo 1.

Áreas de enfoque Para estas sesiones se incluyen:

- Realinear los objetivos de crecimiento docente con pasos viables
- Centrándose en los dominios de la rúbrica de observación del TNTP
- Alineación de los objetivos de los docentes con los Estándares Básicos Comunes de California en ELA/Matemáticas

Apoyo a la instrucción de matemáticas y la implementación del campamento de entrenamiento

El apoyo colaborativo con el Entrenador de Matemáticas Instruccionales está en curso para los profesores de matemáticas de quinto grado. Juntos, están trabajando en la implementación de un campamento de entrenamiento de matemáticas y ELA que se lanzó el 14 de abril durante el Bloque de Aprendizaje Extendido (ELB). Este campamento de entrenamiento tiene como objetivo preparar a los estudiantes para el próximo examen SBAC, que comenzará el 28 de abril. El apoyo instructivo se centra específicamente en una variedad de temas de matemáticas, que incluyen:

- *Valor posicional con decimales*
- *Operaciones con decimales (suma, resta, multiplicación y división)*
- *Fracciones equivalentes y simplificación*
- *Problemas de palabras que involucran fracciones*
- *Interpretación de la división de fracciones unitarias*

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Plan de estudios de planificación de vida para la escuela secundaria

Estamos considerando el plan de estudios *Get Focused, Stay Focused* (para los EE. UU.) / *Building Bridges to Your Future* (para la maestría), que se centra en la planificación de la vida, la preparación para la universidad y la exploración profesional. Este plan de estudios, destinado a ayudar a los estudiantes de la escuela secundaria a construir una base sólida para su futuro, está diseñado para prepararlos para la escuela secundaria y más allá al involucrarlos en un riguroso proceso de exploración profesional y toma de decisiones. Este programa tiene como objetivo aumentar la autoeficacia de los estudiantes y motivarlos a tomar posesión de sus objetivos educativos y profesionales a largo plazo.

Si se aprueba el plan de estudios y cumple con los requisitos presupuestarios, el programa se implementará, brindando a nuestros estudiantes de secundaria una herramienta valiosa para desarrollar sus planes de vida, particularmente en lo que se relaciona con la preparación para la universidad y la carrera profesional.

¿Y AHORA QUÉ?

A medida que nos acercamos al final del año escolar, varios eventos e iniciativas emocionantes están en marcha para concluir el año académico. Estos incluyen excursiones, planificación de la promoción del octavo grado y la Semana de agradecimiento a los maestros.

Excursiones y promoción de 8º grado

Se han planificado las siguientes excursiones para brindarles a los estudiantes experiencias de aprendizaje prácticas y atractivas:

- 8vo grado: Six Flags
- 7mo grado: Zoológico de San Francisco
- 6to grado: El Capitolio del Estado
- 5to Grado: Parque Pinole

Además, la planificación para la promoción del octavo grado está en progreso, asegurando que la celebración de este importante hito sea memorable para nuestros estudiantes.

Iniciativas de apoyo y desarrollo docente

A medida que avanzamos hacia la recta final del año escolar, los próximos pasos incluyen incorporar Guías de práctica instructiva (IPG) para ciencias en los ciclos de planificación y entrenamiento. Esto ayudará a fortalecer aún más la alineación entre las aulas y garantizará prácticas de enseñanza consistentes y de alta calidad. Para mejorar este proceso, se está impulsando más oportunidades de observación entre pares, con sesiones informativas estructuradas para profundizar la reflexión y la implementación de nuevas estrategias.

Ampliar la capacitación sobre la rúbrica TNTF seguirá siendo una prioridad, para garantizar que todos los docentes se sientan seguros al enfrentarse a las evaluaciones. Además, perfeccionar y documentar el mini proceso de coaching durante el ciclo de contratación ayudará a que el proceso sea más sostenible y escalable, lo que beneficiará a futuras cohortes de educadores.

También nos comprometemos a aprovechar el impulso del campamento de entrenamiento para docentes, recopilar comentarios de los participantes, mostrar historias de éxito de docentes y explorar formas de mantener este nivel de apoyo durante todo el año. La voz de los maestros y el boca a boca siguen siendo herramientas valiosas para mantener una cultura sólida y colaborativa dentro de la escuela.

Ciclos de coaching continuo y comunidades de aprendizaje profesional (PLC)

Los ciclos de coaching quincenales y las reuniones semanales del PLC siguen siendo un foco central en la preparación de

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las evaluaciones de fin de año, las valoraciones y las actividades finales. Estas reuniones son esenciales tanto para reflexionar sobre el progreso como para identificar pasos para la mejora continua. Mientras celebramos nuestros triunfos como equipo, es igualmente importante evaluar las áreas de crecimiento para garantizar el éxito continuo en el futuro.

Crecimiento y desarrollo docente

Completar con éxito las sesiones de coaching y realinear los esfuerzos de crecimiento y desarrollo docente garantiza que se implementen estrategias de instrucción efectivas en todas las aulas. Este proceso mejora directamente los resultados del aprendizaje de los estudiantes y al mismo tiempo fomenta la sostenibilidad, la confianza y la realización profesional de los maestros. Al centrarnos en el crecimiento profesional, pretendemos crear un entorno de apoyo tanto para profesores como para estudiantes, beneficiando en última instancia a la comunidad escolar en su conjunto.

Fortalecimiento de los servicios de asesoramiento y apoyo

A medida que el tamaño de las clases continúa creciendo, el objetivo principal del CCC sigue siendo fortalecer los servicios de asesoramiento y apoyo. Nuestro compromiso con el desarrollo de sistemas y el fomento de asociaciones a nivel escolar y comunitario nos permite llegar a nuestros estudiantes y apoyarlos de manera eficaz. A través de estos esfuerzos, continuamos garantizando que cada estudiante reciba el apoyo que necesita para tener éxito académica y personalmente.

Disciplina y Prácticas Restaurativas/Servicios de Apoyo a Estudiantes

Estephannie Fuentes, Directora

Erika Sarmiento, Directora

Davonte Wilson, Director

Sonja Jackson, trabajadora social

Oficina del Decano

¿Qué?

La oficina del decano ha seguido implementando prácticas restaurativas en las consecuencias escolares. Hemos abordado este problema creando actividades de reflexión diseñadas para ayudar a los estudiantes a procesar sus acciones, considerar su impacto y establecer los próximos pasos. Algunos ejemplos de actividades restaurativas incluyen:

- *El impacto de la humillación corporal en los niños latinos*
- *Entendiendo el daño del lenguaje racializado*
- *Los peligros de los chistes racializados*
- *Entendiendo el control de impulsos*

¿Y Eso Qué?

La implementación de prácticas restaurativas después de los incidentes puede ayudar a disminuir las tasas de suspensión y, al mismo tiempo, aumentar la comprensión de los estudiantes sobre sus propios comportamientos.

¿Y Ahora Qué?

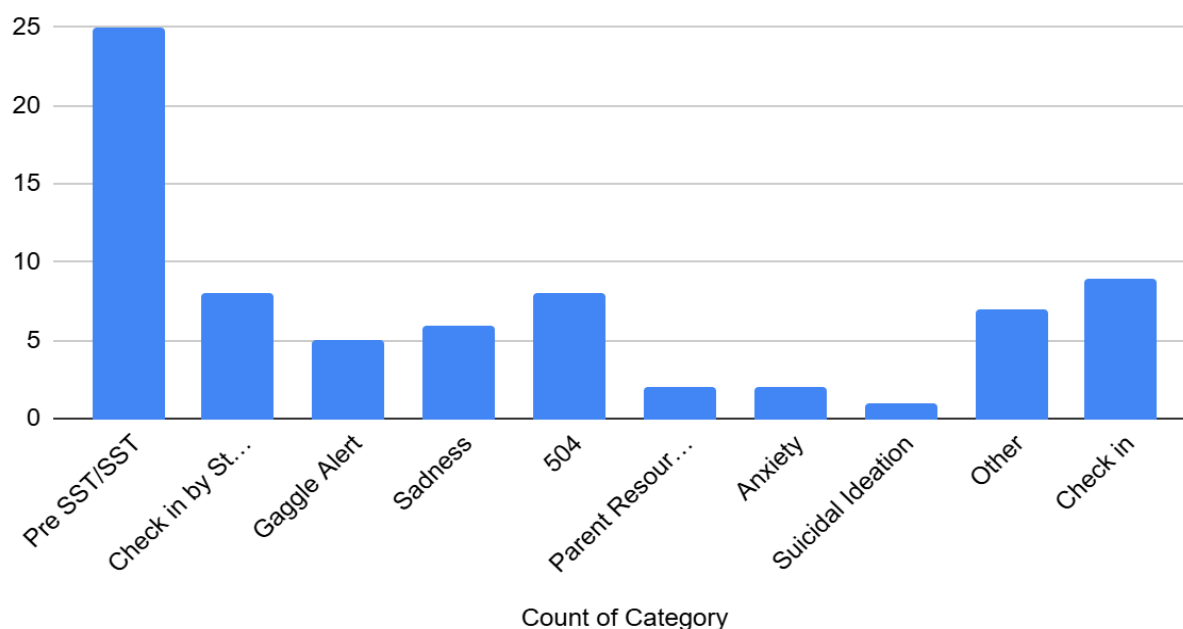
La oficina del decano continuará reflexionando sobre nuestras prácticas disciplinarias, con la esperanza de encontrar más áreas donde se puedan implementar soluciones restaurativas.

Servicios de Apoyo al Estudiante (Trabajador Social)

En marzo me reuní con 74 estudiantes.

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Count of Category



En comparación con febrero, las principales razones por las que los estudiantes fueron atendidos en marzo fueron:

1. Los formularios de derivación previos al SST (Equipo de estudio de estudiantes)/SST permitieron que los maestros y el personal realizaran reuniones o registros con los estudiantes para abordar inquietudes socioemocionales y académicas.
2. Registros iniciados por el trabajador social para dar seguimiento a los estudiantes que se reunían periódicamente.
3. Realizar reuniones iniciales, anuales y de determinación de elegibilidad del plan 504; revisarlas individualmente con los estudiantes.

Los datos de marzo muestran un aumento en las derivaciones de docentes a reuniones del Equipo de Estudio de Estudiantes, lo que sugiere que los docentes están identificando a los estudiantes con dificultades antes y buscando intervenciones. Es evidente la necesidad continua de apoyo académico y de planes 504, junto con las derivaciones de los decanos tras incidentes de conducta.

Para abordar las suspensiones por vapeo, he iniciado una breve intervención personalizada 1-1 para los estudiantes suspendidos por vapear, creando un sistema de apoyo más completo. El hecho de que haya un estudiante que elija activamente abordar su consumo de sustancias es alentador: muestra la eficacia potencial de este enfoque más individualizado.

Las intervenciones breves pueden ser particularmente valiosas en estas situaciones porque proporcionan:

- Apoyo inmediato durante un momento de aprendizaje
- Evaluación personalizada de los motivos específicos de su vapeo.
- Estrategias personalizadas que aborden sus circunstancias únicas
- Un espacio sin prejuicios para explorar su relación con las sustancias.

¿Así que lo que?

Mis reuniones individuales con estudiantes revelan que están buscando a alguien con quien hablar (no necesariamente

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un terapeuta) sobre diversos desafíos: factores estresantes de la vida, cambios familiares, duelo, uso de sustancias, problemas de relación, manejo de la ira, autoestima y temas preocupantes como la autolesión y la ideación suicida. Si bien TalkSpace funciona para estudiantes mayores de 13 años, proporcione referencias de recursos comunitarios para estudiantes más jóvenes.

Lo que también observo es el aumento de consultas de los padres, expresando la necesidad de recursos y apoyo también. Muchos están pidiendo ayuda sobre cómo tratar con estudiantes con problemas de salud mental y/o información sobre cómo lidiar con los cambios de comportamiento de los estudiantes. El aumento de las consultas de los padres muestra que también buscan orientación sobre cómo apoyar la salud mental y los cambios de comportamiento de sus hijos.

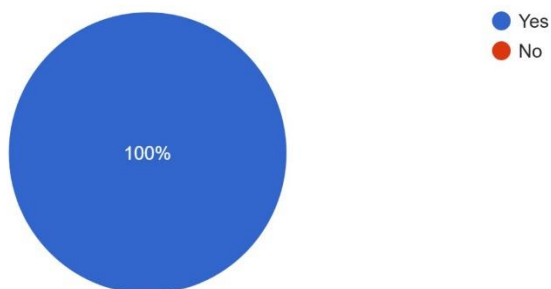
El taller de educación nutricional del 25 de marzo tuvo una buena concurrencia y participaron 16 padres, y abordó una tendencia observada en la escuela secundaria.

A continuación encontrará los resultados de la encuesta posterior al taller:

1 respuesta en inglés y 10 respuestas en español:

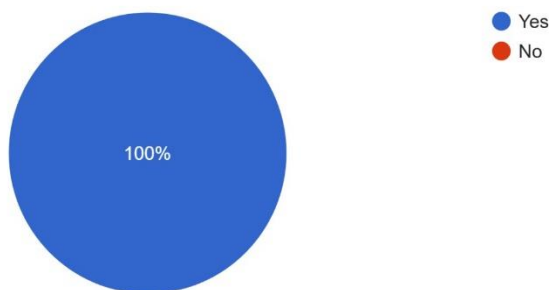
Did you find the information presented helpful?

1 response



Did the presentation meet your expectation?

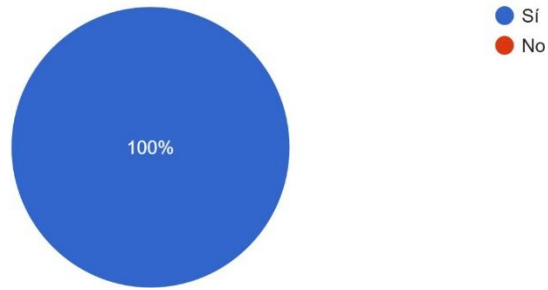
1 response



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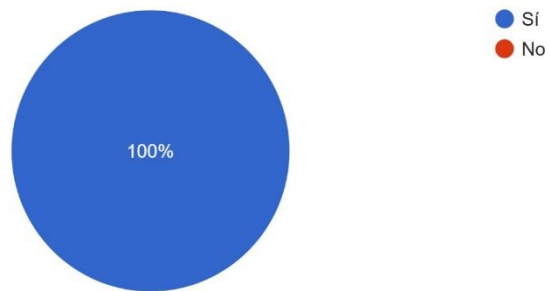
¿Le resultó útil la información presentada?

10 responses



¿La presentación cumplió con tus expectativas?

10 responses



Los resultados de la encuesta posterior indican que el 100% de los padres que participaron en la encuesta encontraron útil la información presentada en el taller y cumplió con las expectativas.

Los padres indicaron sugerencias/mejoras como las siguientes:

- *Bueno, todo lo que dijeron fue duro para mí.*
- *Todo estaba bien.*
- *Más talleres como este.*
- *Los estudiantes deberían tener más tiempo para el almuerzo.*

¿Y Ahora Qué?

Mi próximo paso es encontrar servicios contractuales para estudiantes de 5º y 6º grado a través de la extensión de la agencia. Esto es importante, especialmente considerando los preocupantes problemas de autolesión y trastornos alimentarios que prevalecen en el campus. Mi objetivo es presentar un memorando de entendimiento con una agencia a la Junta en junio. Además, los talleres mensuales para padres que continúan durante junio (el 22 de abril se centrará en la comunicación eficaz con adolescentes) proporcionarán apoyo continuo para los padres.