Making Waves Academy

June Board Meeting

Date and Time

Monday June 15, 2026 at 11:00 AM 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 :
+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)
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International numbers available: https://mwacademy.zoom.us/u/keaPhEAWej

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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 AQUI 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 publico 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.*
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        - *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**			**11:00 AM**
	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.			
II.	**Additional Opening Items**			**11:01 AM**
	A. Remarks by Board President	Discuss	Alicia Malet Klein	5 m
	Focus Area: College and career College admissions process and data; student career exploration experiences **WASC/LCAP Goals:** • LCAP Goal 2: College and Career Readiness Reflections on the year, looking ahead			
	B. Public Comment	FYI	Alicia Malet Klein	20 m
	• The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.			

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- 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.

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III. Closed Session — 11:26 AM

		Purpose	Presenter	Time
A.	Closed Session	Discuss	Alicia Malet Klein	20 m

The board will adjourn to closed session regarding:

1. Public Employee Appointment: Executive Director, Section 54957
2. Confidential Student Discipline Matter - Consideration of Expulsion Cases No. 2026002, No. 2025005 & No. 2026003

		Purpose	Presenter	Time
IV.	**Standing Reports**			**11:46 AM**
A.	Mission Connection - College and Career Readiness	FYI	B. Teodoro	5 m
	Video of testimonials from students focused on career exploration activities			
B.	Deep Dive: College and Career Counseling Department	Discuss	A Spencer-Brown & J Siapno	15 m
	The CCC team and MWEF program lead will present and analyze college and career data for the year, the engage in discussion with the board.			
C.	Q&A on Chief Executive Officer Report (CEO)	FYI	Alton B. Nelson Jr.	5 m
	Board members will have an opportunity to ask questions about the contents of the written CEO report.			
D.	Q&A on Interim Executive Director Report	Discuss	Elizabeth Martinez	5 m
	Board members will have an opportunity to ask questions about the contents of the written Interim Executive Director report.			
E.	Q&A on Written Finance Report	Discuss	Lawrence Lee	5 m
	Board members will have an opportunity to ask questions about the contents of the written report.			
F.	Break			5 m
V.	**Non-Action Items**			**12:26 PM**
A.	Board Work and Advisory Committee Updates	FYI	Alicia Klein	10 m

Standing Updates:

- Student board member perspectives
- Parent board member perspectives on PLT and 5C activities

Advisory Committees:

- CIRAC/WASC - Spring Meeting Summary

		Purpose	Presenter	Time

- **Culture and Climate - Update this meeting by Enrique Romero**
- Audit
- Finance

B.	AI Task Force Status Update	Discuss	Damon Edwards	5 m

This report provides an update on the Task Force's progress assessing institutional AI readiness using the aiEDU framework and gathering faculty input through a survey. It outlines work completed to date and next steps for identifying the priorities ahead for an AI integration roadmap for the 2026–27 school year.

C.	Local Indicators	Discuss	Alton B. Nelson Jr.	10 m

Presentation of MWA's Local Indicators for the 2025 CA Dashboard-- presented in the same meeting that the LCAP is voted on.

VI. Action Items — 12:51 PM

Total Fiscal Impact: $32,381,065.48

A.	2026-27 Bell Schedule and Instructional Minutes	Vote	Elizabeth Martinez	2 m

Board will vote on the bell schedule and instructional minutes for the 2026-27 school year in compliance with state requirements. There were no changes to the bell schedule and instructional minute counts were updated to reflect the new academic calendar.

B.	Curriculum Adoptions	Vote	A. Nelson & Z. Bakheit	2 m

Board will vote on the adoption of school-wide curriculum for 2026-27.

C.	Parent Code of Conduct Amendment	Vote	Elizabeth Martinez	2 m

Update to the Parent Code of Conduct to correct the titles listed in the policy.

D.	Local Control Accountability Plan	Vote	Alton B. Nelson Jr.	5 m

Board will vote on approving the 2026-27 LCAP, which was previewed at a public hearing at the May board meeting.

E.	CEO Employment Agreement / Option Exercise	Vote	Alicia Malet Klein	2 m

The board will vote on the implementation of the Year 2 extension specified in the previously adopted contract for the CEO.

F.	ED Employment Agreement	Vote	Alicia Malet Klein	5 m

		Purpose	Presenter	Time
	The board will vote on a 3-year contract for Executive Director Liz Martinez.			
G.	FY27 Budget	Vote	E Martinez & L Lee	5 m
	Board will vote on the budget for the next fiscal year, which has been recommended by the Financial Advisory Committee. Voted on after the LCAP is approved. **Fiscal Impact: $30,046,361**			
H.	Making Waves Education Foundation 2026-27 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 2026-27 fiscal year. **Fiscal Impact: $1,932,880**			
I.	Global Office Inc. Copier Lease Agreement	Vote	Damon Edwards	2 m
	Request approval of a 39-month lease agreement with Global Office, Inc. to replace 10 existing Canon copiers on an expired lease **Fiscal Impact: $75,149.48 annually**			
J.	2026-27 Consolidated Application and Reporting System (CARS)	Vote	Lawrence Lee	5 m
	The board will review and vote to approve the 2026-27 Consolidated Application in order to receive funding for Categorical Aid Programs from the CDE.			
K.	2026-27 Education Protection Account (EPA)	Vote	Lawrence Lee	2 m
	Board to approve the use of EPA funds. These cannot be used for the salaries or benefits of administrators or any other administrative costs.			
L.	Certificate of Amendment of Articles of Incorporation	Vote	Elizabeth Martinez	1 m
	Board reviews the Certificate of Amendment of Articles of Incorporation need to comply with state agency directives related to CalSTRS.			
M.	Bylaws Revision	Vote	Elizabeth Martinez	1 m

		Purpose	Presenter	Time

Board reviews revision to Article 5, section 5.1; Dedication of Assets. These changes are being made by MWA to comply with state agency directive to maintain compliance with its charter which specifically notes that its teachers will be allowed to participate in CalSTRS.

N. Board Policy 8: Dissolution of the School — Vote — Elizabeth Martinez — 1 m

Board reviews revision to Board Policy 8: Dissolution of the School. These changes are being made by MWA to comply with state agency directive to maintain compliance with its charter which specifically notes that its teachers will be allowed to participate in CalSTRS.

O. CalSTRS Certification (Form 0765) — Vote — Elizabeth Martinez — 1 m

MWA Board votes to authorize MWA to sign and submit the CalSTRS Certification (Form 0765) to be in compliance with its charter and state agency changes.

P. Authorization to Submit Redline of Element O — Vote — Elizabeth Martinez — 1 m

MWA Board authorizes MWA to submit the proposed redline of Element O to the Contra Costa County Office of Education as part of (or as a stand-alone amendment to) the 2025–2030 charter renewal. These changes are being made to comply with state agency directives related to CalSTRS.

Q. Employee Handbook — Vote — Elizabeth Martinez — 5 m

MWA Board reviews the MWA Board Handbook for the 2026-27 school year.

R. CharterSafe: Workers' Compensation Insurance Renewal — Vote — Elizabeth Martinez — 1 m

Annual renewal of the workers' compensation insurance policy for Making Waves Academy through CharterSafe.

Fiscal Impact: $155,611.00

S. SPG — Vote — Tyler Levine-Hall

Proposal for SPG contract that would provide us .8 SPLP and .4 OT.

Fiscal Impact: $171,064

T. Changes to the Board — Vote — Alicia Malet Klein — 10 m

The board will accept resignation of Margaret Watson and recognize her many contributions.

	Purpose	Presenter	Time

The board will vote on the nominations of Kyle Cooper and Eleanor Boli as members of the board of directors.

VII. Consent Action Items — 1:45 PM

Total fiscal impact: $4,831,633.89

A. CIF Representatives from MWA for Athletic Leagues Form — Vote — Alton B. Nelson Jr. — 1 m

The MWA Board ratifies the designees from MWA for participation in CIF and NCS League Athletics for the 2026-27 school year.

B. CCCOE Teacher Induction Program MOU Renewal — Vote — Isabel Montilla — 1 m

Ratification of the renewal of the MOU between the Contra Costa County Office of Education Teacher Induction Program (TIP) and Making Waves Academy. TIP is a two-year, state-approved program that provides new educators with personalized, job-embedded mentoring and professional growth opportunities to help them "clear" their preliminary teaching credentials and thrive in the profession.

Fiscal Impact: Not to Exceed $86,150

C. IT Management Corporation Quote (ITMC) Cisco Smartnet Renewal — Vote — Damon Edwards — 1 m

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

Fiscal Impact: $60,834.77

D. PowerSchool SIS and Unified Classroom Behavior Products — Vote — Damon Edwards

Renewal quotes for the PowerSchool SIS and Unified Classroom Behavior products. PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data.

Fiscal Impact: $29,767.50

		Purpose	Presenter	Time
E.	The Lunch Master Contract	Vote	D Edwards & D Limon	

Board to approve contract for the 2026-2027 SY with The Lunch Master.

Fiscal Impact: $405,793.98

F.	Renewal of Pacheco's Cleaning Service	Vote	Damon Edwards	1 m

Approval of the custodial contract for 2026–27 to ensure continued maintenance and cleaning services across campuses.

Fiscal Impact: $654,000

G.	Insurance Package Renewal	Vote	Elizabeth Martinez	

Board votes on the Insurance Package for SY26-27.

Fiscal Impact: Not to Exceed $760,000

H.	RCM	Vote	Tyler Levine-Hall	

RCM to provide 1:1 RBT services for one of our students while being supervised by a clinically licensed BCBA

Fiscal Impact: $100,230

I.	Cross Country	Vote	Tyler Levine-Hall	

Cross Country is providing us with a virtual APE who will provide direct alternative physical education services for our students who qualify.

Fiscal Impact: $3,670.92

J.	Seneca Counseling Solutions	Vote	Tyler Levine-Hall	

Seneca will continue to partner with us to provide ERMHS services for our students with IEPs requiring mental health support.

Fiscal Impact: $390,000

K.	Clayton Valley - Adult Transition Program	Vote	Tyler Levine-Hall	

Renewing our MOU with Clayton Valley regarding SPED services.

		Purpose	Presenter	Time

Fiscal Impact: $60,000

L. Vendor Invoices for April & May — Vote — Lawrence Lee

Board reviews and approves bill payments for for April and May.

Fiscal Impact: $2,198,686.72

M. Minutes: May Board Meeting — Approve Minutes — Alicia Malet Klein

MWA Board reviews and accepts the May board meeting minutes.

N. Minutes: June Finance Advisory Committee — Approve Minutes — Alicia Malet Klein

MWA Board reviews and accepts the May board meeting minutes.

O. Unapproved Minutes: Fall WASC/CIRAC — Approve Minutes — Alicia Malet Klein

MWA Board reviews and accepts the unapproved meeting minutes from the Fall WASC/CIRAC meeting.

Approve minutes for Fall CIRAC/WASC Meeting on October 15, 2025

P. Unapproved Minutes: November Finance Advisory Committee — Approve Minutes — Alicia Malet Klein

MWA Board reviews and accepts the unapproved minutes from the November Finance Advisory Committee meeting.

VIII. Discussion Items — 1:49 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 Board of Directors Meetings for 2026-27 — FYI — Alicia Klein — 2 m

	Purpose	Presenter	Time

- Sept 14, 2026 at 4pm
- Oct 19, 2026 at 4pm
- Dec 14, 2026 at 11am
- Jan 25, 2027 at 11am
- Mar 8, 2027 at 4pm
- May 3, 2027 at 4pm
- June 14, 2027 at 11am

IX. Closing Items — 1:56 PM

A.	Adjourn Meeting	Vote	Alicia Klein

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

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

Este año, continuaremos traduciendo la agenda de la junta directiva al español. Además, este año traduciremos las portadas que contienen una breve explicación de los articulos 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.

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.

Coversheet

Deep Dive: College and Career Counseling Department

Section: IV. Standing Reports
Item: B. Deep Dive: College and Career Counseling Department
Purpose: Discuss
Submitted by:
Related Material: CCC Deep Dive Report- June 2026 Board Meeting.pdf

BACKGROUND:

Expanded college and career supports, improved student outcomes, and strengthened partnerships and programs to better prepare students for postsecondary success.

College and Career Counseling Department June 2026 Deep Dive

The College and Career Counseling Department (CCC) had a productive 2025–2026 school year, despite not having a full team in place until January 2026. Throughout the year, we remained committed to our goals and objectives to continue providing the structured services our Wave-Makers deserve. We worked through challenges, celebrated important wins, and believe our students thrived to the best of their abilities because of our collective efforts.

One of our primary initiatives was to increase our presence at the middle school level around the understanding of not only college readiness but also the reintroduction of career readiness. We introduced programming designed to begin developing a college and career mindset, and we look forward to continuing to build upon the strong foundation that was laid this year.

In addition to the above, two strategic partnerships were solidified. In late spring 2025, the CCC reached out to local area California State Universities to explore the possibility of developing partnerships with Making Waves Academy (MWA) that would guarantee direct admission opportunities for qualifying Wave-Makers. By September 2025, the CCC was in direct conversation with admissions directors from California State University, Sacramento (CSUS) and California State University, East Bay (CSUEB). Both institutions expressed a strong interest in partnering with MWA. Memorandums of Understanding (MOUs) were developed with a shared understanding of the importance of persistence and ultimately graduating from college.

In December 2025, the MOUs were finalized, executed, and officially signed. During our Decision Day celebration for our rising graduates, CSUEB visited our campus to formally commemorate the partnership. In attendance were CSUEB President Cathy Sandeen, esteemed members of her leadership team, admissions representatives, and two exceptional student ambassadors. Four of our rising graduate Wave-Makers were recognized for being poised to join CSUEB this fall. The signing of these partnership agreements has ushered in a new era of promise and possibility for our college initiatives and for the future of our students. *See pictures below.





In addition to the CSUEB visit, California State University, Sacramento will also be visiting MWA this fall for an official “in-person” MOU signing ceremony. We are looking forward to welcoming President/Dr. Luke Wood and staff to commemorate this momentous occasion and partnership.
GO MARLINS! GO FALCONS! GO HORNETS!

New Programming: The CCC Department prides itself on being innovative through program development. A few of the key programs that we are working on/considering to enhance our services for students are:

- **Mentor/Mentee Program-** We are excited to introduce a pilot peer mentor/mentee program. This would be a peer-focused program where 8th graders are partnered with 11th and 12th graders. Through this program, mentees would gain knowledge from their mentors on how to navigate academic challenges, social dynamics, and expectations of high school to better prepare them as they transition to high school. Mentors will have the opportunity to develop leadership and communication skills as well as learn the importance of being a trusted confidant in someone's life. The program plans to foster a safe and welcoming environment where students feel comfortable opening up about academic and personal challenges through group and one-on-one discussions. When students feel seen, supported, and have a sense of community, they are more likely to make positive decisions, connect with others, and be better prepared to take on new challenges.
- **Summer Writing Bootcamp to Support College PIQS and Essay Writing-** We are partnering with the English Department to support every rising senior completing six Personal Insight Question (PIQ) drafts over the summer. The goal is to help students feel more prepared and less overwhelmed as they enter their senior year, as they’ll likely be balancing college applications, scholarship applications, sports, clubs, leadership roles, and other commitments. This opportunity was created in response to feedback from this year’s seniors, many of whom shared that managing all of these responsibilities at once was challenging.
- **MWA-CCC Future Ready Pathway (General Education Pathway)**-The Concurrent Enrollment Program gives Wave-Makers the chance to start college now while still in high school. By taking real college courses, students earn college credit, build confidence, and develop the skills they’ll need to succeed after graduation. It’s a powerful way to get ahead, save time, and reduce the cost of college before you even step on campus. Starting as early as eighth grade, Wave-Makers can begin their journey toward the prestigious **MWA-CCC Future Ready Pathway Certificate.** By completing at least one college course each semester with a grade of C or higher, Wave-Makers stay on track to earn this special distinction alongside their high school diploma. This pathway recognizes students who challenge themselves, stay committed, and graduate prepared for what’s next: college, career, and beyond. **STAY TUNED!**

The CCC Department looks forward to working with MWEF members as they transition to the Academy, thereby enabling direct post-secondary student support. This collaboration will certainly provide a more enriching experience, a more robust system of college and career support, and greater student persistence and economic mobility post-high school. Current and

future efforts will honor the whole student by helping them make the best postsecondary decision.

Detailed below, you will find information regarding college application season, career exploration and internships development, workforce development initiatives, career-oriented study trips, career-focused pilot programs and workshops, and academic advising. Each supports the core competencies and vision articulated in the ***Portrait of a Graduate***.

College and Career Counseling: College Application Season

This year represented significant growth in our college and career readiness efforts, including college application and enrollment support, expanded college exposure opportunities, and the growth of career and trades pathways.

At a glance:

- **790+** UC and CSU applications submitted
- **545** total college acceptances reported
- **100 of 105** applicants were admitted to at least one four-year college
- **20** college and university representatives hosted on campus
- **9** college campus visits for students in grades 8 and 10-12, plus 1 sponsored trip to the Black College Expo in Oakland (10 total experiences)
- **6** events held during the inaugural Trades and Apprenticeship Week
- **46** seniors submitted 200+ applications to private and out-of-state institutions
- **Approximately 25%** of seniors were supported from application to enrollment through strengthened partnerships with Diablo Valley College and Contra Costa College
- **Second Gates Scholar, third Posse Scholar, and first scholarship recipient through our partnership with Cal Poly Maritime Academy**

Following the fall application cycle, seniors completed a survey about their college application experience. Responses highlighted strong appreciation for dedicated application support, structured work time, individualized guidance, and clear communication throughout the process. While students identified application deadlines and essay writing as the most challenging aspects of the process, the overwhelming majority reported feeling proud, relieved, and well-supported after submitting their applications. ****Please see the related table below****

Class of 2026 College & Career Outcomes

Category / Destination	Count
Overall Outcomes	
Four-year college applications submitted	1,153

Students who applied to four-year colleges and universities	105
Seniors who applied to private and public out-of-state colleges and universities	47
Total reported acceptances	545
Students admitted to a four-year college or university	100
Students committed to four-year colleges or universities	74
CSU acceptances	324
UC acceptances	126
Private/Out-of-State acceptances	62
HBCU acceptances	12
University of California (UC) Commitments	**Students**
UC Merced	8
UC Berkeley	7
UC Davis	4
UC Riverside	4
UCLA	2
UC Santa Cruz	2
UC San Diego	1
Total UC Commitments	28
California State University (CSU) Commitments	**Students**
San Francisco State University	15
Cal State East Bay	4
Cal Poly San Luis Obispo (SLO)	4
Chico State	4
Sacramento State	2

San Diego State University	2
Cal Poly Maritime Academy	1
Cal Poly Humboldt	1
Total CSU Commitments	33
Community College Commitments	**Students**
Diablo Valley College	16
Contra Costa College	15
Berkeley City College	3
Los Medanos College	1
Sacramento City College	1
Total community college commitments	36
Private, Out-of-State and HBCU Commitments	**Students**
Howard University	1
Dominican University	1
Hawai‘i Pacific University	1
University of Connecticut	1
University of Puget Sound	1
University of San Francisco (USF)	1
University of Southern California (USC)	1
Career & Workforce Pathways	**Students**
Trades / Union Apprenticeships	3
Construction Careers (Trades)	3
Retail Employment	1
U.S. Marine Corps	1

Overall, approximately 88% of seniors committed to a college or university, including four-year and community college pathways. The remaining students have committed to career pathways, including the trades, apprenticeships, military service, and direct entry into the workforce.

These results show that our efforts are helping more students access and navigate postsecondary opportunities. Students are applying to a wide range of institutions, earning admissions offers and scholarships, and gaining exposure to college, career, and apprenticeship pathways that align with their goals. Student feedback confirms that structured support, early preparation, and individualized guidance help reduce barriers and increase confidence throughout the postsecondary planning process. Together, these efforts are helping students successfully transition from high school to their chosen postsecondary pathways.

To build on this year's success, we are expanding support for the Class of 2027 and beginning the college application process earlier.

Key next steps include:

- Partnering with the English Department to support every rising senior completing six Personal Insight Question (PIQ) drafts over the summer.
- Hosting a three-day PIQ Bootcamp through the College and Career Center to provide targeted writing support and feedback.
- Identifying high-achieving juniors earlier in the spring and engaging them in college planning activities to increase access to selective colleges and competitive scholarship opportunities.
- Continuing to expand college and career readiness programming for underclassmen to build awareness and preparedness before senior year.

College Application Season: UC and CSU App Submission Week



College Application Season: Decision Day



College and Career Counseling: Career Development and Internships

This year was pivotal in expanding our career exploration and development work at Making Waves. We led a handful of career-related study trips, expanded College and Career Week to introduce financial literacy workshops, introduced the Trades and Apprenticeship Series, guided three National Honor Society CCC interns, provided 1:1 support with job and internship applications, and successfully executed the 8th-grade and 11th-grade career exploration pilots in partnership with 8th-grade Homeroom teachers and 11th-grade Advisors. ****Please see the related table below****

CCC Trips at a Glance: **14** total field trips for ASY 25-26

Where	Who	When
Fall 2025 Semester		
Business and Marketing at MWEF Office	11th and 12th Grades	August 28, 2025
SF Giants Career Day	10th Grade	August 28, 2025
UC Merced College Trip	12th Grade	October 8, 2025
SF State College Trip	12th Grade	October 9, 2025
Nashville Trades Conference	12th Grade	October 12-13, 2025
Martinez Refinery Trip	9th Grade	October 22, 2025
UC Davis College Trip	11th Grade	December 4, 2025
Sacramento State College Trip	11th Grade	December 4, 2025
Spring 2025 Semester		
Diablo Valley College Trip	11th and 12th Grades	March 5, 2026
San Jose State College Trip	10th Grade	March 23, 2026
UC Santa Cruz College Trip	10th Grade	March 25, 2026
Allen Matkins Trip	9th - 12th Grades	April 14, 2026
Contra Costa College Trip	12th Grade	April 16, 2026
UC Berkeley College Trip	8th Grade	April 27, 2026

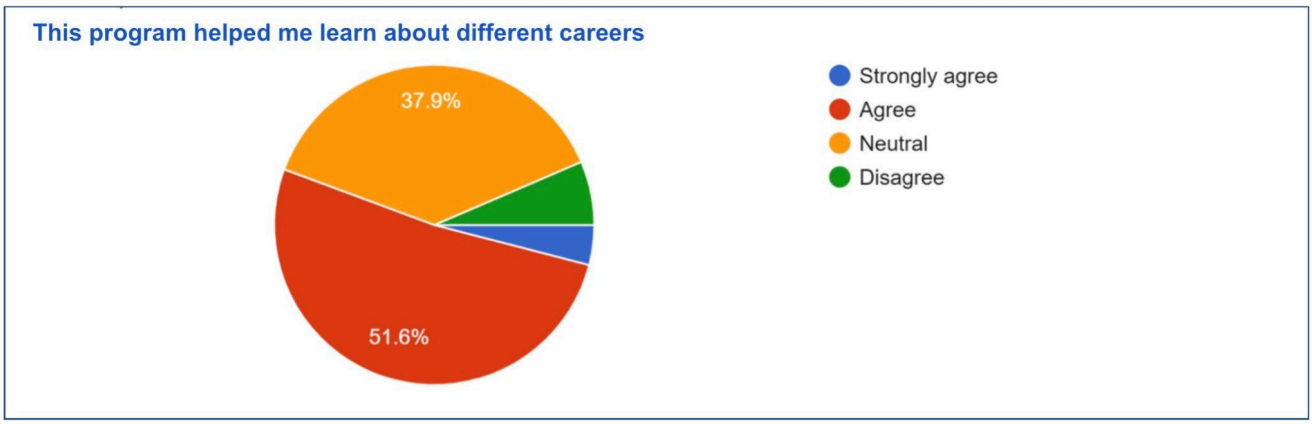
At a Glance: 8th Grade Pilot (for the full report, please click here)

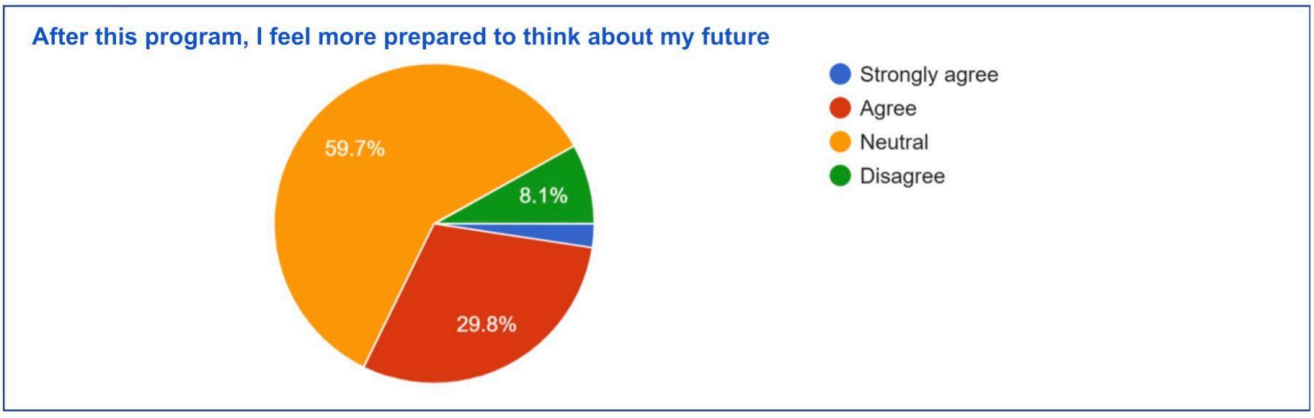
8th Grade Teacher Feedback (100% survey completion)

Did you notice any shifts in students' overall confidence and participation in the pilot?
Mixed response, mostly yes

- Teachers noted it was insightful to hear about how students are thinking about their future - this was especially helpful for teachers who believe these kinds of topics might not have organically come up within the subject content they teach.
- Teachers noted that although the interpersonal reflections were a strong component of the pilot, which allowed more students who typically do not share to contribute to discussions, a recommendation is to incorporate more hands-on activities for students who thrive within that learning style.
    - **Teacher quote:** *"Participation allowed for students who don't normally talk in my classroom to speak up and share their ideas."*
    - **Teacher quote:** *"They were very against it at first. However, having them focus on THEIR life, I feel that is when the kids started to get more on board."*

8th Grade Student Feedback (82% survey completion)





At a Glance: 11th Grade Pilot (for the full report, please click here)

11th Grade Advisor Feedback (100% survey completion)

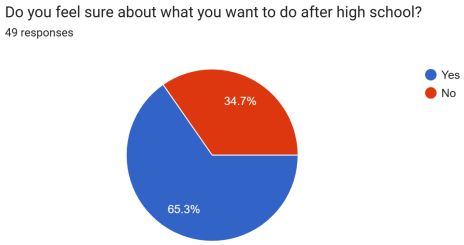
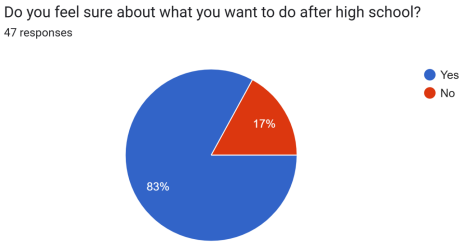
What aspects of the pilot felt most meaningful or valuable for your students? *Activities that felt relevant & applicable*

- LinkedIn, mock interviews, and the guest speaker series: all three activities have one thing in common - the activities felt relevant. Students could apply their learnings and see firsthand how this would help them now and in the future.
  - **Advisor quote:** *"Exposing students to LinkedIn gave them firsthand experience navigating a real professional platform, which felt immediately relevant to their futures."*
  - **Advisor quote:** *"The interview process was the most meaningful overall. Once students began practicing their interview skills, they immediately recognized the value in practice, no matter their post-secondary plans, so it was inclusive."*
  - **Advisor quote:** *"When students were interested in the speaker or their profession, I think it was particularly impactful for them."*

11th Grade Student Feedback (88% survey completion)

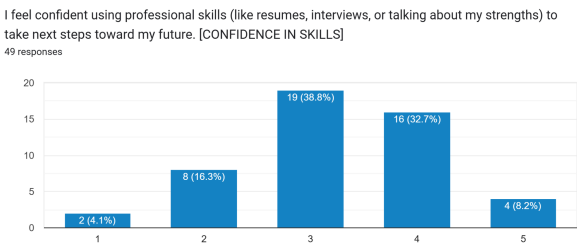
Do you feel sure about what you want to do after high school?

- There was an **18% increase** in students selecting **YES**, they know what they want to do after high school

Pre-Pilot Response	Post Pilot Response
	

Confidence in Skills: As a result of the pilot, students moved away from the "Not Confident" ranking, resulting in all students ranking their confidence as a 3+ in a 5-point scale.

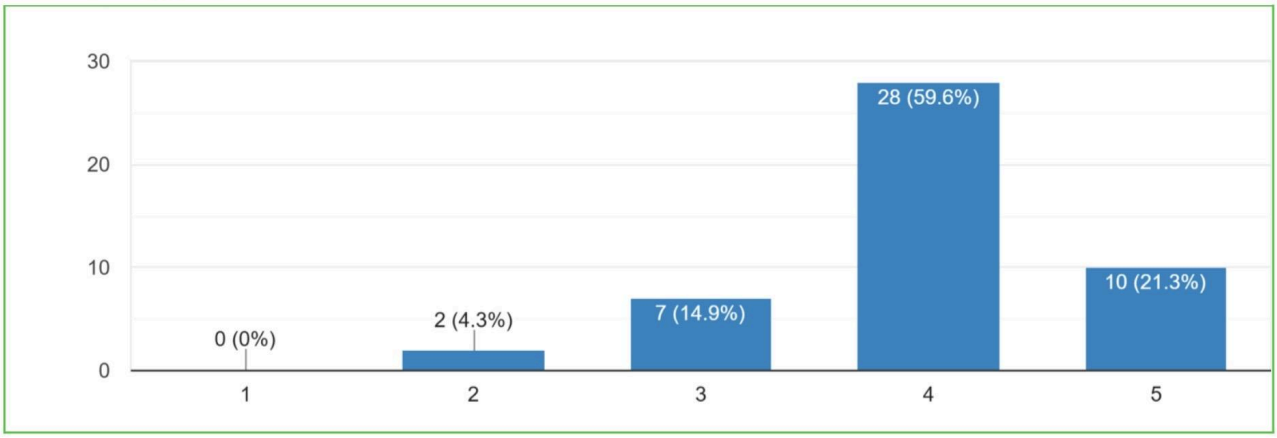
- There was a **10% increase** in students ranking a **4 out of 5** in terms of skill confidence
- There was an **11% increase** in students ranking a **5 out of 5** in terms of skill confidence

Pre-Pilot Response	Post Pilot Response
	

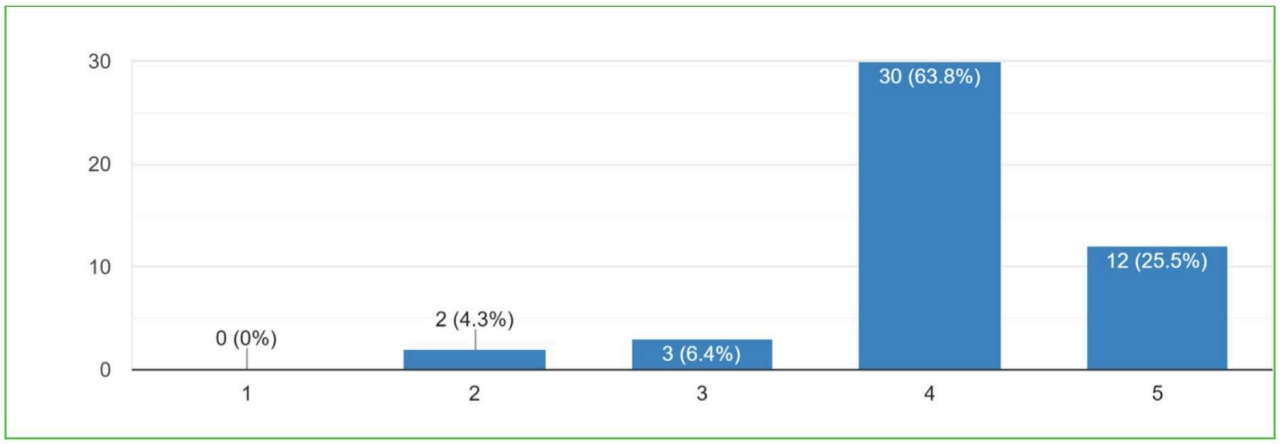
Insights into College and Career Life: key student takeaways from the Career Guest Speaker Series include learning about college life, mistakes speakers made, and advice on investing. The sessions provided insight into different career paths, helping students decide if certain fields were right for them.

- **Student quote:** *"I really enjoyed connecting with [guest speaker] on a personal level. I had a career conversation afterwards where I gained insight on nursing. Nursing has a variety of pathways, but I realized I'm not particularly drawn to it."*

Student Responses: As a result of this pilot, I have a better idea of my **next steps after high school**



Student Responses: This pilot has **increased my awareness of career pathways**



College and career exploration and development are key to students' post-secondary success. Providing students with tools, resources, and information for career exploration better equips them to make informed decisions about their postsecondary plans. In particular, the results of the 11th-grade pilot demonstrate that students are capable and eager to develop key skills that will help them in their senior year and after Making Waves. The data shows that students respond well to a curriculum that is culturally relevant, inclusive, and representative of our student body.

We tried a lot of new things this year to explore careers. Next year's focus will include reflecting on this year's pain points, deciding what might be done differently, and refining our work to continue to build on student opportunities and programming success.

College and Career Counseling: Coordination

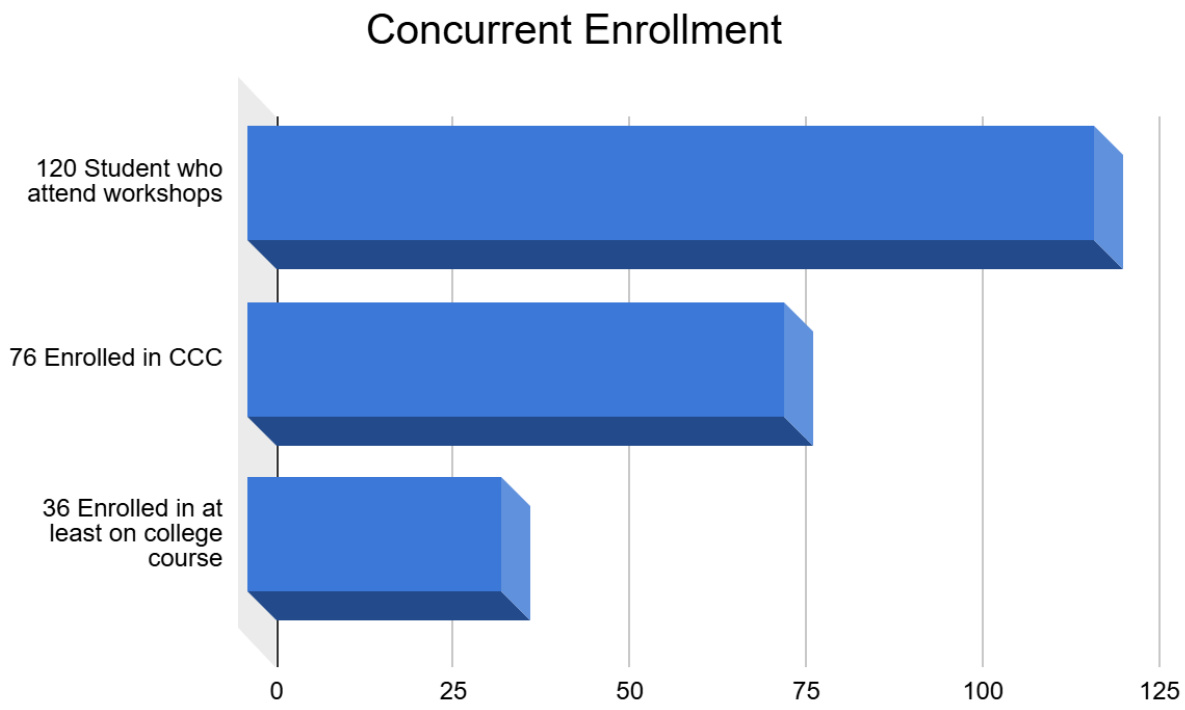
Concurrent Enrollment

This year, we hosted another successful Concurrent Enrollment Workshop, partnering with Contra Costa College. The focus was to target 9th -11th-grade students to enroll in college courses over the summer.

Attendance and Outcomes

- 120 students attended the workshops across the 3 workshops.
- 76 (63%) students are fully enrolled in Contra Costa College as a Concurrent Enrollment student.
- 45 of 76 (59%) responded to inquiries regarding what courses they ended up enrolling in.
- 36 of the 45 (80) students successfully enrolled in at least one college course for the summer of 2026.

- Of the other 9 that did not enroll, common responses were that courses were full or they found other summer opportunities**. **Please see the related graphic below****



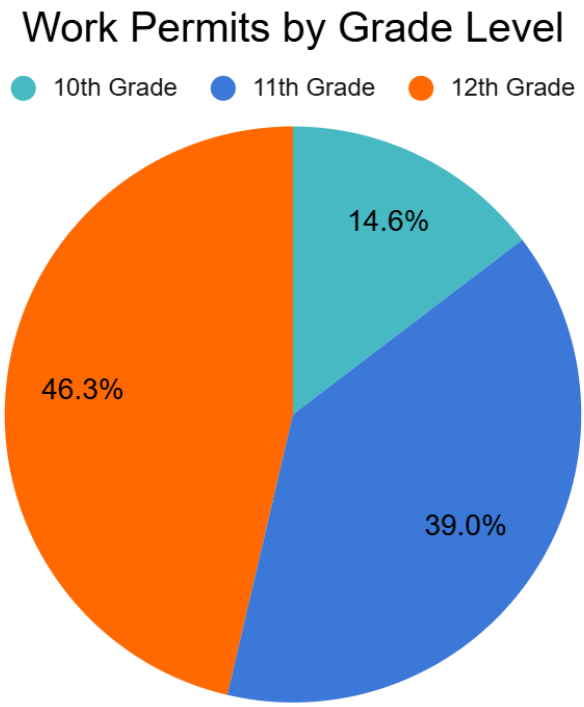
Work Permits

This year, we have 41 students who have applied for a work permit. All 41 students were in good academic standing with a 2.0 GPA or higher and had less than 10% unexcused absences; all were granted work permits until August 15th.

Outcomes

- 41 Total Work Permits submitted and approved
- 6 are in 10th grade
- 16 are in 11th grade
- 19 are in 12th grade

****Please see the related graphic below****



These results show a growing interest in Concurrent Enrollment courses that has expanded beyond the high school level into middle school. Middle school students were given detailed instructions, and we met individually with students to walk them through the process more thoroughly. The interest in Concurrent Enrollment shows there is a consistent interest in taking college-level courses. Students are eager to take classes related to the major they plan to pursue to make them more competitive applicants. These courses allow students to take a variety of courses that MWA does not offer while also giving them a feel for college courses. With MWA not currently offering a summer program, Concurrent Enrollment has become a popular option for students.

As we see a growing interest in Concurrent Enrollment, here are additional steps we plan to take next year:

- Connect with Middle School Division Director, Ms Bahkeit, to best identify how we can support high-achieving middle schoolers with Concurrent Enrollment.
- Connect with CCC representatives to see about potential workshops at the middle school.
- Emphasize more how quickly classes fill up so students can enroll sooner.
- Create a guide for students to know which classes they can take based on their current class and grade to minimize denials.

College and Career Counseling: Academic Advising

SAT and PSAT/NMSQT
In Fall 2025, MWA hosted the SAT and PSAT/NMSQT exams on campus. MWA continues to demonstrate our commitment to lessening the financial burden on families by providing these exams at no cost to families. Additionally, MWA has been able to provide fee waivers for qualifying students, in 11th and 12th grades, who have petitioned for fee waivers.

Scores Summary

(SAT) In the Fall 2025 season

- A total of 59 students completed the SAT exam, including two students who completed a SAT Weekend exam
- Average scores:
    - Total: 958/1600
    - Reading and Writing: 500/800
    - Math: 458/800
- Highest score of Fall 2025 season:
    - Total: 1260/1600
    - Reading and Writing: 720/800
    - Math: 670/800

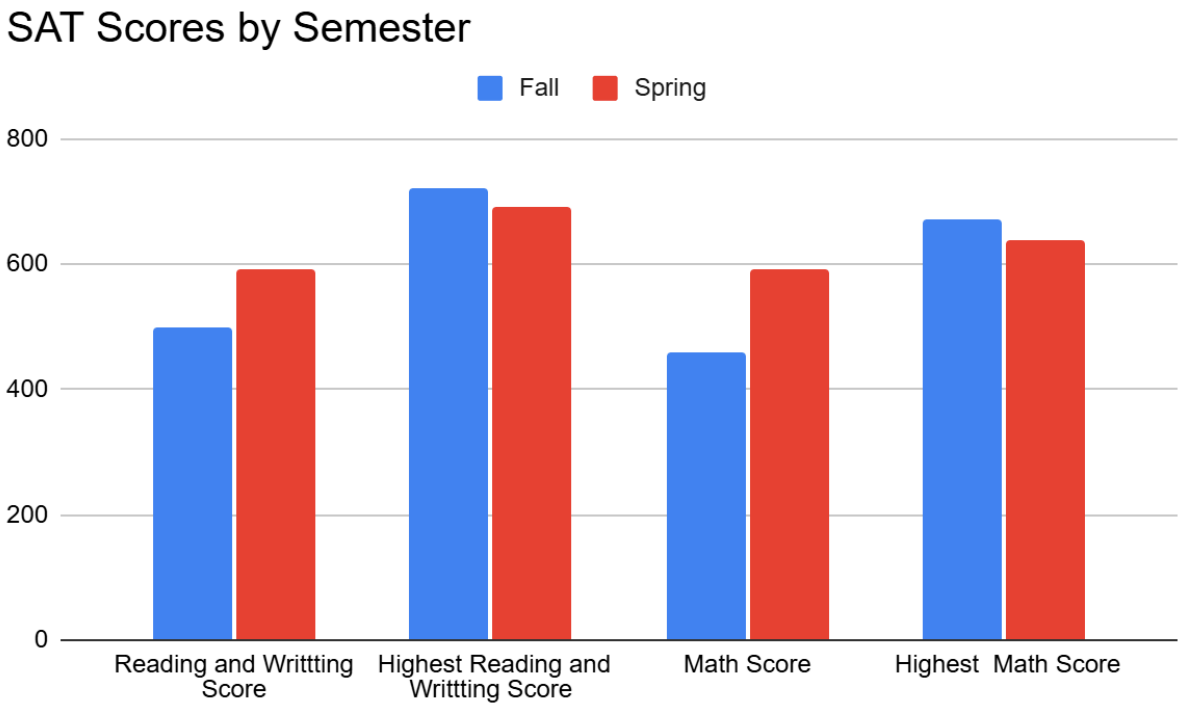
(SAT) In the Spring 2026 season:

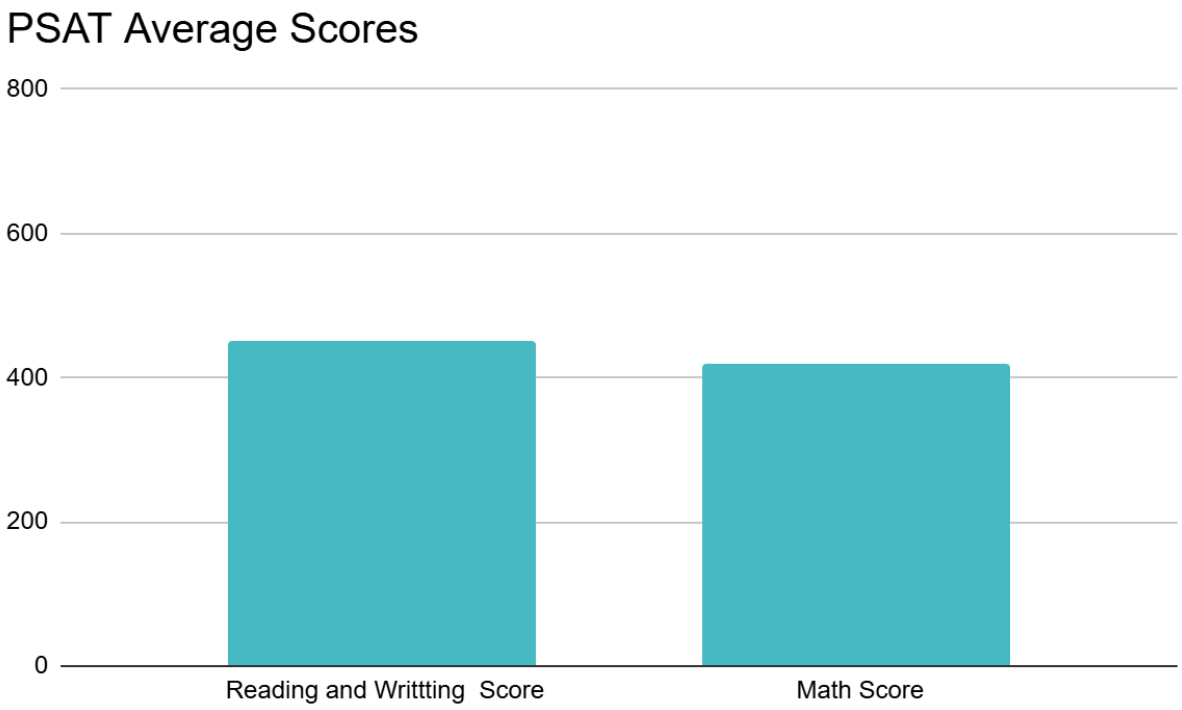
- A total of 5 SAT Weekend exams were completed, with 4 unique students
- Average scores:
    - Total: 1184/1600
    - Reading and Writing: 592/800
    - Math: 592/800
- Highest scores:
    - Total: 1310/1600
    - Reading and Writing: 690/800
    - Math: 640/800
- ** 4 SAT Weekend exams are scheduled for June 6, 2026**

(PSAT) In the Fall 2025 season:

- A total of 112 students completed the PSAT/NMSQT exam on campus
- Average scores:
    - Total: 870/1520
    - Reading and Writing: 451/760
    - Math: 419/760
- ** All junior-level students are scheduled to take the PSAT/NMSQT but students with IEPs or 504s are able to opt out due to related testing accommodations/struggles.

****Please see the related graphic below****





ACT

MWA supported three students in signing up for the Fall ACT administration. Two students completed the ACT exam off campus, while one student completed the ACT exam on campus due to required accommodations. MWA, in partnership with the MWEF, covered the cost for

these three students to take the ACT, further demonstrating a commitment to lessening the financial burden for families.

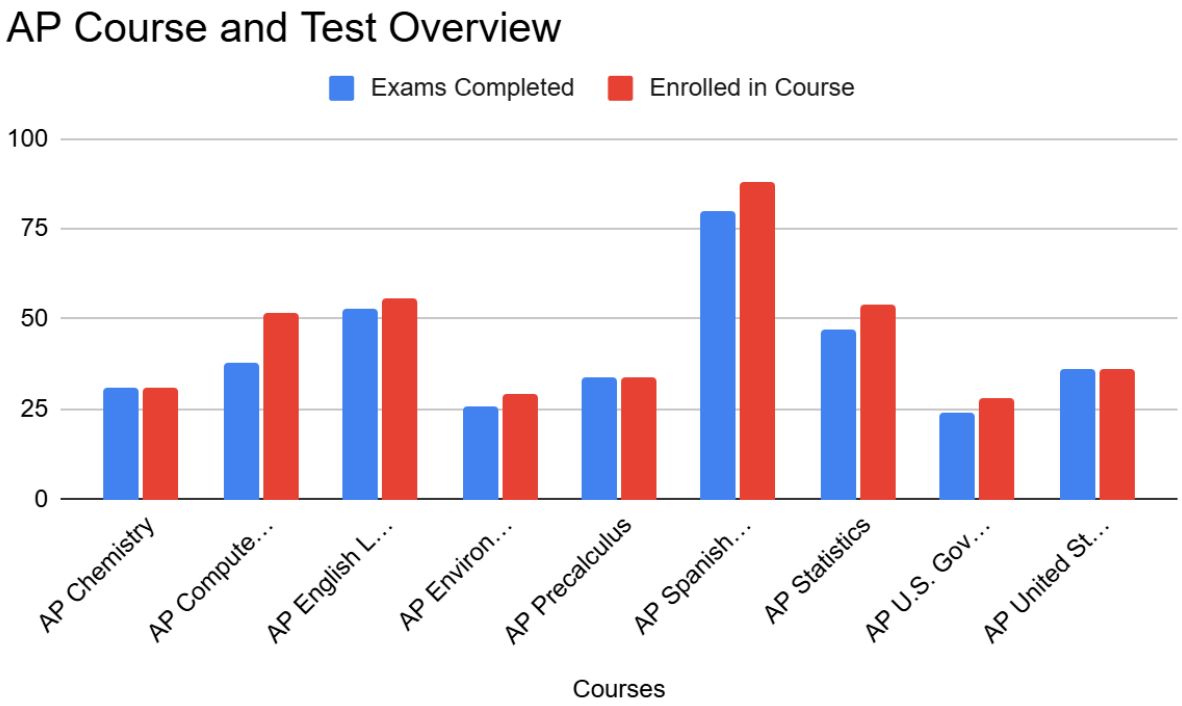
**There have been issues with ACT reporting scores to MWA. The CCC is working to gain access to students' scores, but as of June 2026, MWA still does not have access to the scores. Scores will be shared with appropriate stakeholders once they become available.

Advanced Placement (AP) Courses and Exams

Courses
MWA offered 9 AP courses and their accompanying AP Exam on campus. A total of 224 unique students comprised 408 enrollments in AP courses. New courses for the 2025-26 school year were: AP United States Government and Politics, and AP United States History. Students were able to complete an opt-in process, which allowed them to take the exam at no cost. A list of all AP courses offered is below, along with the planned AP courses for the 2026-27 school year.

AP Courses Offered 2025-26	AP Courses Offered 2026-27
AP Chemistry	AP 3D Art and Design (New for 2026-27)
AP Computer Science Principles	AP Calculus AB (New for 2026-27)
AP English Language and Composition	AP Chemistry
AP Environmental Science	AP Computer Science Principles
AP Precalculus	AP English Language and Composition
AP Spanish Language and Culture	AP English Literature and Composition (New for 2026-27)
AP Statistics	AP Environmental Science
AP U.S. Government and Politics (New for 2025-26)	AP Precalculus
AP United States History (New for 2025-26)	AP Spanish Language and Culture
Total AP Courses: 9	AP U.S. Government and Politics
	AP United States History
	Total AP Courses: 11

Exams
Out of the total 408 AP course enrollments, which include students who enrolled in multiple AP courses, 349 total AP exams were completed in May 2026. AP exam scores are projected to be released in July 2026. A breakdown of the AP exam completed by the course follows.
****Please see the related graphic below****



Master Schedule: Faculty and Students

New process
MWA has contracted a new scheduling software, ***Timely***, that has been used to create the school's Master Schedule and student schedules for next year (2026-27). Timely has cut down the time spent on the entire scheduling process. Although schedules have not been finalized just yet, we are on track to have the Master Schedule and students' schedules done by the end of the Spring 2026 semester. We are still on track to meet this goal. If successful in meeting that goal, MWA would have completed the scheduling process about two months ahead of schedule this time next year. Having schedules completed by the end of the Spring will also allow AP teachers to assign summer work for students, so they are prepared for the rigorous coursework the following year.

New courses
In total, MWA is planning to offer 46 courses during the core day (periods 1-6) next year. Additionally, we are planning to offer seven new courses next year. All courses offered during the core day are planned to be A-G approved courses, except for Specialized Academic Instruction. A breakdown of all planned courses is below. The new courses planned for next year come as a direct result of student and faculty interest. Both groups were polled for new course interests, and MWA leadership strategically decided which courses to offer next year, while prioritizing student competitiveness, course rigor, student interest, and school needs.
****Please see the related table below****

Courses by Department	
Department	**Course Offered 2026-27**
English	English I
	English II
	English III
	AP English Language and Comp.
	CSU Expository Reading and Writing
	AP English Literature and Composition (12th)
Math	Algebra I
	Geometry
	Algebra II
	Principles of Finance (*CA Personal Finance) New Requirement**
	AP Comp. Sci. Principles
	AP Statistics
	AP Precalculus
	AP Calculus AB (11th-12th)
Science	Earth and Space Science
	Biology
	Chemistry
	Astronomy
	AP Chemistry
	AP Environmental Sci.
	Intro to Health (1 semester)
	Medical Terminology (1 semester)
	Advanced Patient Care
History/ Social Studies	Ethnic Studies
	World History
	US History
	AP US History
	US Government (1 semester)

Color Codes
Grade 9
Grade 10
Grade 11
Grade 12
11/12 Elective
Credit Recovery
10/11/12
New Course for 2026-27

	AP US Government (1 semester)
	Economics (1 semester)
	Intro to Psychology
Visual and Performing Arts	AP 3D Art (11-12th)
	Drawing (10-12th)
	Intro to Interior Architecture and Design (10-12th)
	DRAMA I
	Technical Theater or Stagecraft (10-12th)
	Theater II
	Music Appreciation
	Orchestra
Health and Wellness	Health and Wellness I
	Health and Wellness II
World Languages	Spanish I
	Spanish II
	Spanish III
	Spanish IV: Intro to Advanced Language and Literature (10-12th)
	AP Spanish Language and Culture
SPED	SAI
Credit Recovery	Credit Recovery

MWA's continued support with and offering of college exams, namely SAT, PSAT, AP, and ACT exams, allows students to distinguish themselves from other high school graduates when they apply to colleges, universities, internships, or programs. MWA directly lessens the financial burden on families by covering the cost of all of these exams.

The course offerings at MWA continue to diversify and are responding directly to student and faculty interest. Course offerings are determined strategically to prioritize student competitiveness, course rigor, student interest, and school needs.

Continuing to offer college exams will allow students to be competitive for colleges and universities, while continuing to diversify and have a responsive course offering list will allow students to prepare for a wide range of post-secondary pathways.

DEEP DIVE CONCLUSION

The ***2025–2026 College and Career Counseling Department Outcomes*** demonstrate meaningful progress toward realizing/supporting Making Waves Academy's ***Portrait of a Graduate***. Through increased access to college exploration opportunities, individualized application support, strengthened postsecondary partnerships, effective academic support, and expanded career readiness programming, students developed the knowledge, skills, and confidence necessary to navigate their futures. The submission of more than 790 UC and CSU applications, 545 college acceptances, a 95% four-year college admission rate among applicants, and notable scholarship achievements reflect not only academic success but also the persistence, self-advocacy, and goal-setting competencies embedded within the Portrait of a Graduate. These outcomes affirm our commitment to ensuring that every Wave-Maker graduate is prepared to pursue higher education, career pathways, and lifelong opportunities as informed, resilient, and empowered contributors to their communities.

Coversheet

Q&A on Chief Executive Officer Report (CEO)

Section: IV. Standing Reports
Item: C. Q&A on Chief Executive Officer Report (CEO)
Purpose: FYI
Submitted by:
Related Material: MWA CEO Report to the MWA Board_JUNE 2026_ABN.docx.pdf

Learn. Graduate. Give Back.

MWA CEO Report to the MWA Board

JUNE 2026

Please see my email with highlights from the year (sent 8/8/26).

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
- ***"Big Rocks"*** – priorities*;* tasks, projects, goals, and mission critical objectives (Forbes, 1/20/21)



Big Rock Updates

Big Rock #1:

Support a successful WASC re-accreditation process.

Work with Bryann and leaders across the school to support completing critical milestones required for us to make sure we are as prepared as possible for a successful WASC accreditation renewal process this year.

PARTIALLY COMPLETED (AWAITING FINAL WASC REVIEW/APPROVAL)

UPDATES:

- The WASC board meets in late June, so we won't know the result until after June 2026. When (if) approved, the new WASC 6-year term will run through the 2031-32 school year!

WASC Accreditation Renewal: Visiting team visited campus *April 12-15, 2026*.

Big Rock #2:

Strengthen instructional practices through coaching, particularly math and English.

Through the use of standardized coaching protocols and tools, participate, discuss, and support instructional leaders and teacher leaders towards progress on more targeted, curricular-aligned, engaging, and effective Tier 1 core instruction, particularly in math and English classes.

UPDATES:

- In reviewing our coaching data with Instruction Partners, the data showed that we met our goals of seeing an increase of .3 or more for ELA and math across both divisions (for the most part). We reflected on the observable progress made, particularly in raising the awareness of MWA teachers of core components of rigorous instruction. We will look to build on this progress for next year with so many of our coaches and teachers returning..

- Gains in math and English are modest but do show progress and growth.

Big Rock #3:

Focus on improving academic outcomes and support for vulnerable student populations.

Our annual state assessment data points to a need to focus on some of our critical subgroup of learners. The goal will be to see progress and material student achievement growth for students in these subgroups.

UPDATES:

- The work within the Differentiated Assistance process has invited us to be more focused on our students with disabilities and English Learners. We may see enough gains to be taken off of Differentiated Assistance but the work started this year will continue. Having the Director of SPED and ELD Coordinator positions filled (and returning) should help us to continue to show progress.

Big Rock #4:

Supporting and seeing material progress on strategic plan initiative - increasing career exposure opportunities for MWA students.

Work with our "Portraits of a Graduate" group (select teachers, teacher leaders, and staff) to further discuss piloting various approaches to opening up more career exposure opportunities for students.

UPDATES:

- The Student Support and College and Career Counseling teams are working together to organize and support the use of Advisory/Homeroom. The programmatic content includes college and career access programming, starting in the middle school, as well as social-emotional development support. This will be one area where the ***Portrait of a Graduate*** work will occur.
- Members of the remaining MWEF team along with me, Liz, and Arika, have continued to meet monthly to discuss the transition of the college success program over to MWA. The meetings are efficient and effective in keeping momentum in this new work.

Other Responsibilities/Activities

Role	Entity	Activity	Meeting Frequency
NCS Board Past Pres.	North Coast Section (NCS)	Interscholastic athletics – rules, policies, & championships	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	CIF	Strengthening credentialing, safety, and training for officials.	TBD
5C Board President	Contra Costa County Charter Coalition (5C)	Support 5C ED and schools (especially through renewals). .	1:1 mtgs & 7 Board mtgs.

Additional Leadership and Governance Responsibility Updates

NCS	• I will serve in my last year as NCS Past President (a two-year term). The timing works out well.
CIF	• Attending the last executive committee meeting later this week. Part of this work includes the annual performance evaluation of the Executive Director and planning for next year. This will be my last year serving on the executive committee (2-year term).
5C	• *The 5C fundraiser in May was modest success. We fell short of our goal by about $1,000.*

Coversheet

Q&A on Interim Executive Director Report

Section: IV. Standing Reports
Item: D. Q&A on Interim Executive Director Report
Purpose: Discuss
Submitted by:
Related Material: June 2026_Interim ED Board Report.pdf

Board Report

Interim Executive Director

Elizabeth Martinez

June 2026

Looking back, that full and energizing August set the stage for an incredible school year; that positive momentum sustained us from day one all the way to the finish line.

People Operations sent out an End-of-the Year Reflection, while participation was lower than I like to see (30%) I think that it is reflective of the year. As we look back on the successes and lessons of this past year, our staff feedback highlights just how much we achieved together, while giving us a clear, honest roadmap for where we need to grow.

On the celebration front, there was an overwhelming appreciation for the **strong support and deep collaboration** felt across our campus. Staff noted that leadership felt proactive and accessible, and that cross-departmental teamwork reached new heights. Our intentional approach to professional development gave educators the dedicated planning time they needed, which directly translated into a **student-centric environment** where academic growth, better behavior, and personalized support truly took center stage.

At the same time, our staff provided vital feedback on the operational hurdles that tested our sustainability. **Scheduling friction and heavy workloads**—particularly the challenges of last-minute calendar changes—emerged as clear areas straining staff stamina. We also heard a collective call for more advanced planning to eliminate the logistical scramble around annual events, a desire for greater teacher input on major operational decisions, and a need for more consistent, campus-wide student accountability (such as tighter cell phone systems).

What is most energizing, however, is the shared excitement for what lies ahead. Rather than starting from scratch, our team is eager to **build upon our existing systems** and lift up the incredible team already in place. Moving into next year, we are committed to leveraging this feedback to increase administrative transparency, refine our scheduling and staffing structures, and deliver highly targeted, content-focused PD shared well in advance.

Thank you to everyone who shared their voice; your insights are exactly what will make next year an even stronger, smoother, and happier experience for our entire community.

As we reflect on everything we accomplished, we know that preparing for that launch required tremendous coordination and behind-the-scenes work across every single team. We are already channeling that same collaborative spirit as we look ahead to next year.

Below is a look back at just a few of the key highlights we tackled last summer that made this amazing year possible.

In addition to making significant progress on all of my goals, I accomplished the following:

- ***Completing our WASC Accreditation Visit*** successfully and we anticipate a renewal by the end of the month.
- ***Replacing our HR system*** to a more advanced platform that will create operational efficiencies and reduce redundancies in Payroll, Benefits, Hiring, Onboarding, and the full employee lifecycle.
- ***Reducing our overall operating budget*** **by almost $2 Million** in one year.
- ***Ending the year with only two teacher vacancies for 2026-27 unfilled***.
- ***Reducing suspensions*** ***by at least 85%*** compared to last year.

Coversheet

Q&A on Written Finance Report

Section: IV. Standing Reports
Item: E. Q&A on Written Finance Report
Purpose: Discuss
Submitted by:
Related Material:
Executive_Summary_-_2026-27_Preliminary_Budget_FAC_May_Revise.docx.pdf

Executive Summary for FY 2026-27 Preliminary Report (2nd Draft)

Following our April 22nd meeting with the Finance Advisory Committee, where we reviewed the initial budget framework based on the Governor's January proposal, ***we updated our projections to incorporate the Governor's May Revision***. The second draft of the FY2027 Preliminary Budget continues to reflect a strategic transition from one-time funding to ongoing, sustainable revenues, while carefully aligning expenditures to current operational needs and long-term financial stability.

Revenue Adjustments
Compared to the 1st Draft of the FY27 Preliminary Budget, overall revenues increased by **$77,584**. Projections have been refined to reflect the updated state economic outlook alongside our internal funding trends:

- **Government Revenues (+$77,584 / New):** State funding increased due to the May Revision adjustment to the statutory COLA, which rose from 2.41% to 2.87%.
- **Non-JRSF Contributions (Unchanged):** Remained unchanged from the 1st Draft.

Staffing & Compensation Updates
Staffing costs have been adjusted to balance competitive compensation with strategic, long-term workforce planning. Key updates in this draft include:

- **May Revise Salary Adjustment (+$107,584 / New):** Position promotion and standard salary schedules were increased by an additional 0.5% to directly pass through the positive COLA adjustment received in the May Revision.
- **In-House SPED Transition (Maintained from 1st Draft):** We continue our strategic shift to bring Special Education services in-house, systematically reducing our historical reliance on high-cost contracted providers.
- **Stipend Efficiencies (Maintained from 1st Draft):** The elimination of the Special Temporary COLA stipend remains in place, securing significant ongoing savings for the organization.

Supplies & Contracted Services Adjustments
Non-salary expenditures were updated to maintain a balanced budget, absorb the compensation adjustments, and reflect actual operational spending patterns. Key changes include:

- **Contracted Services Reductions (-$30,000 / New):** Contracted services were reduced to offset the 0.5% salary schedule increase driven by the May Revise COLA. This reduction specifically reflects a streamlined administrative footprint, with projections optimized to retain only one contracted executive assistant.
- **Targeted Infrastructure Investments (Maintained from 1st Draft):** Commitments to critical technology infrastructure (network refresh) and instructional materials remain unchanged.
- **Operational Right-Sizing (Maintained from 1st Draft):** Adjustments to utilities and central office service contracts remain as projected in the first draft to reflect actual historical spending patterns.

Overall Financial Impact
In perfect alignment with our revenue gains, overall expenditures for the 2nd Draft increased by $77,584 compared to the 1st Draft, keeping the budget structurally balanced.

Ultimately, the FY2027 Preliminary Budget (2nd Draft) reinforces a deliberate shift toward long-term fiscal sustainability. By swiftly integrating the May Revision data, right-sizing our operational footprints, and investing in internal service delivery models, we have strengthened the reliability of our financial projections while continuing to fully support our core student programs and organizational priorities.

Making Waves Academy Preliminary Budget Comparison Consolidated				
		Preliminary Budget FY2027 (Draft 1)	Preliminary Budget FY2027 (Draft 2)	Variance
Revenue				
	Government Revenue	$19,871,874	$19,949,458	$77,584
	Interest Income	$220,000	$220,000	$0
	Non-JRSF Contributions	$171,000	$171,000	$0
	JRSF Contributions	$8,288,503	$8,288,503	$0
	Other Donations	$15,000	$15,000	$0
	Central Office (Shared Services Allocation)	$1,452,400	$1,452,400	$0
Total Revenue		**$30,018,777**	**$30,096,361**	**$77,584**
Expenses				
	Salaries & Benefits	$18,272,086	$18,379,670	$107,584
	Contract Substitute Costs	$220,000	$220,000	$0
	Supplies	$1,717,552	$1,717,552	$0
	Contract Services	$9,759,139	$9,729,139	($30,000)
Total Expenses		**$29,968,777**	**$30,046,361**	**$77,584**
Net Surplus/Deficit		**$50,000**	**$50,000**	**$0**

Consolidated Budget: Key Drivers of the FY'27 Preliminary Budget (2nd Draft) Changes *(FY'26 2nd Interim to FY'27 Preliminary 2nd Draft)*

1. ***Revenues***

The overall revenue decrease is driven by:

- $519K increase in LCFF based on projected statutory COLA of 2.87%.
    i. Enrollment increased 1% to 1,003 (FY27) from 995 (FY26 P-2).
    ii. Implementing approved plan: 112 in 5th grade & 140 in 8th and above.
- $310K increase in other federal and state revenues reflecting COLA adjustments and refined expenditure timelines for restricted funding:
    i. $14K increase in Title I – IV
    ii. $30K increase in SPED
    iii. $60K increase in Prop 28
    iv. $206K increase in Student Support Discretionary Block Grant
- $850K decrease from one-time State Revenues as pandemic-era and specific discretionary block grants expire:

i. $268K decrease in A-G Grant
ii. $313K decrease in Arts, Music, and Instructional Materials Block Grant
iii. $269K decrease in Learning Recovery Emergency Block Grant

- $1.67M reduction in JRSF draws to ensure alignment with leaner expenditure profile

2. Expenses

- *$1.07M* expenditure savings from permanently removing Special Temporary COLA Stipend.
- *$45K net decrease in Position Changes and cost of living adjustments:*
  - Strategic initiative to insource SPED services by hiring staff to replace high-cost external vendors.
  - Meeting headcount reduction target set for the year
- *$89K net* decrease in statutory taxes, health benefits, and retirement due to overall reduction in the salary base.
- *$21K* increase for textbooks and supplies to account for inflationary pressures.
- *$148K* increase for a critical network equipment refresh (leveraging eRate offsets) and procurement of emergency supplies.
- *$200K decrease* in contracted substitute teachers by optimizing in-house coverage.
- *$500K decrease* in SPED contract services through the strategic shift to provide services via internal staff.
  a. *Net savings of $190K from shifting service model in FY27.*
- *$30K decrease* in contracted executive assistant.
- $74K increase in utilities and other contract services to match current spending trend.

Detailed Summary of Changes: School and Central Office
(FY'26 2nd Interim to FY'27 Preliminary)

MWA – "SCHOOL" EXPENDITURES
Total Change: <u>Decrease</u> of $1,744,079 (-6%)

I. <u>Salaries and Benefits</u> – <u>Net decrease</u> of **$1,307,167 (-8%)**

- Permanent removal of the Special Temporary COLA Stipend.
- Includes a 2.5% cost of living adjustment (COLA) to remain competitive.
- Position promotion increases.
- Strategic workforce shift: Majority of new hires are dedicated to bringing SPED services back in-house to improve service quality and control costs.

I. Added Positions:
1. Occupational Therapist (SPED) - SW
2. School Psychologist (SPED) – SW
3. Speech Therapist Part Time (SPED) - SW
4. Substitute Coordinator Part Time – SW

II. Eliminated Positions:
1. Art Teacher – MS
2. History Teacher – MS
3. Desktop Support Systems Admin – SW
4. Campus Operations & Safety Coordinator – SW
5. Manager of School Operations – SW
6. Long Term Substitute Teachers – SW (x4)
7. Apex Learning Coordinator – SW

III. Positions Removed at Second Interim and Added Back at Preliminary - they were filled with Long-Term Substitutes for FY'26
1. SPED Resource Teacher - SW
2. Music Teacher – MS

3. Math Teacher – US (x2)
4. Spanish Teacher – US

II. **Supplies - Net Increase** of **$159,976 (10%)**
- Campus-wide network switch equipment refresh, utilizing eRate reimbursements to offset costs.
- Adjustments to textbook and instructional material budgets to mitigate inflation.

III. **Contracted Services** - **Net Decrease** by **$596,888 (-6%)**
- Significant reduction in SPED contract services via the insourcing model.
- Lower reliance on external substitute teacher vendors through improved internal staffing.
- Increase in utilities and other contract services to align with current spending trend.

CENTRAL OFFICE EXPENDITURES

Total Change – Increase of $53,005 (1%)

I. **Salaries and Benefits - Net Increase** of **$101,810 (4%)**
- Includes 2.5% COLA and adjustment of benefits/retirement to appropriate statutory levels.
- Added new position: Executive Assistant

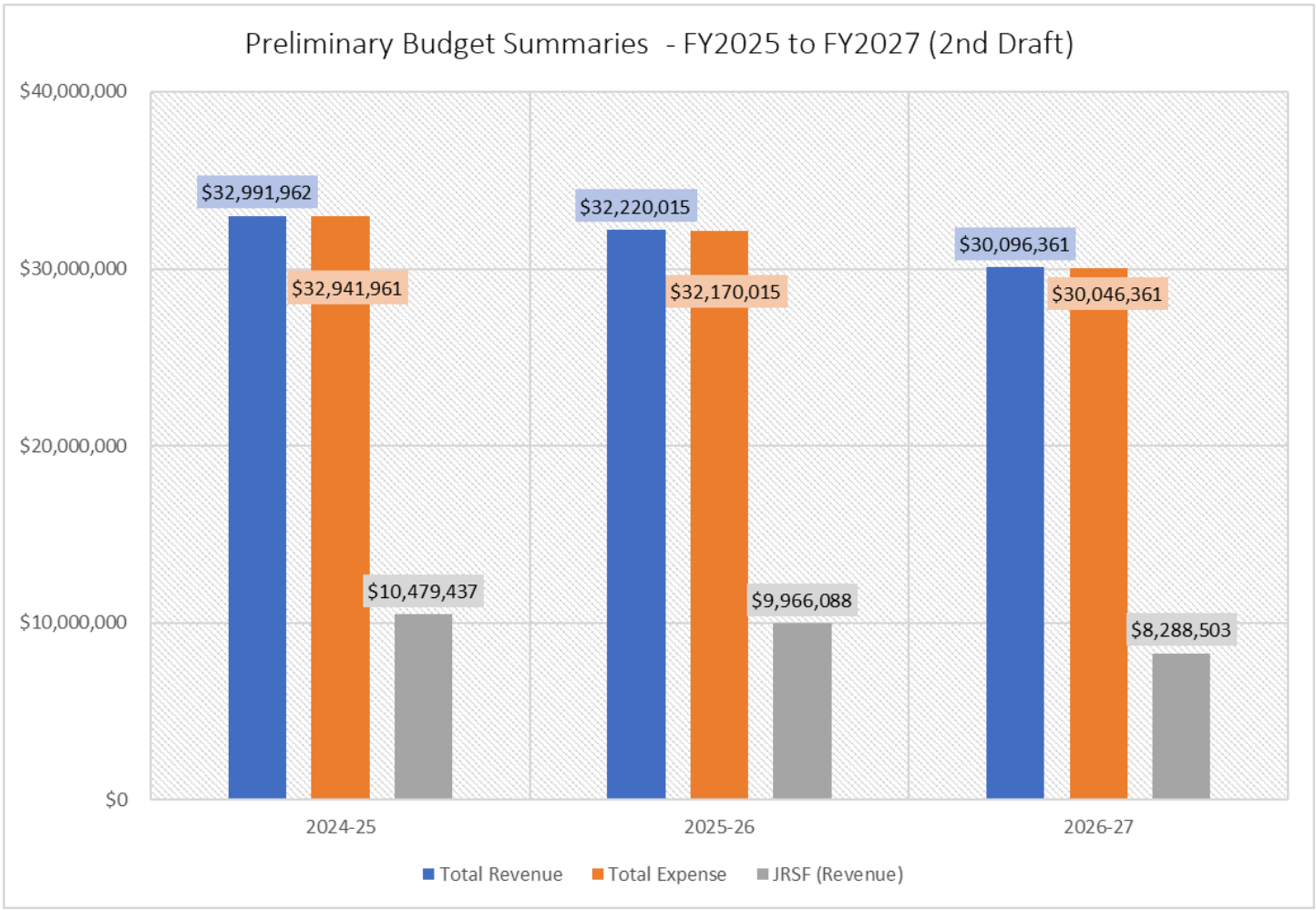
II. **Supplies & Contract Services – Net Decrease** of **$48,805 (5%)**
- Savings realized from the conclusion of legal expenses related to personnel investigations.
- Elimination of one-time costs associated with the Lemon Battery contract.
- Reduced the contract of the executive assistant.

Appendix A – Summary Financials & Comparisons

Consolidated Budget

Compare *Preliminary Budgets* with *FY'25-FY'27 (2nd Draft)*

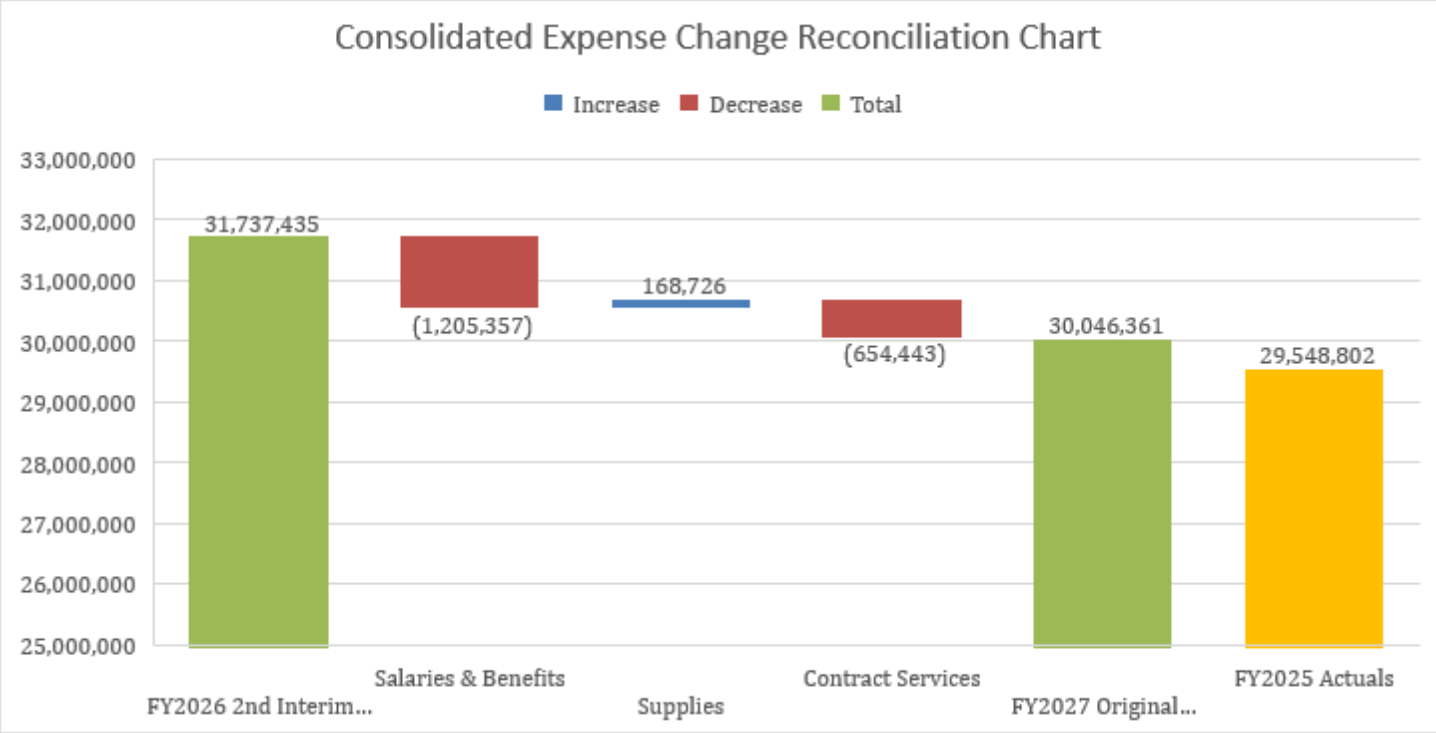
Location	2024-25 Preliminary Budget	2025-26 Preliminary Budget	2026-27 Preliminary Budget (2nd Draft)
Revenues			
Government	$20,175,125	$20,352,347	$19,949,458
Interest Income	$210,000	$234,180	$220,000
Donations	$675,000	$215,000	$186,000
JRSF	$10,479,437	$9,966,088	$8,288,503
Central Office (*Shared Services Allocation*)	$1,452,400	$1,452,400	$1,452,400
Total Revenues	**$32,991,962**	**$32,220,015**	**$30,096,361**
Expenses			
Salaries/Benefits	$21,415,876	$20,139,675	$18,379,670
Supplies	$1,316,371	$1,717,441	$1,717,552
Contracted Services	$10,209,714	$10,312,899	$9,949,139
Total Expenses	**$32,941,961**	**$32,170,015**	**$30,046,361**
Net Surplus/Deficit	**$50,001**	**$50,000**	**$50,000**



Consolidated Budget

Compare *FY'26 2nd Interim Budget* with *FY'27 Preliminary Budget (2nd Draft)*

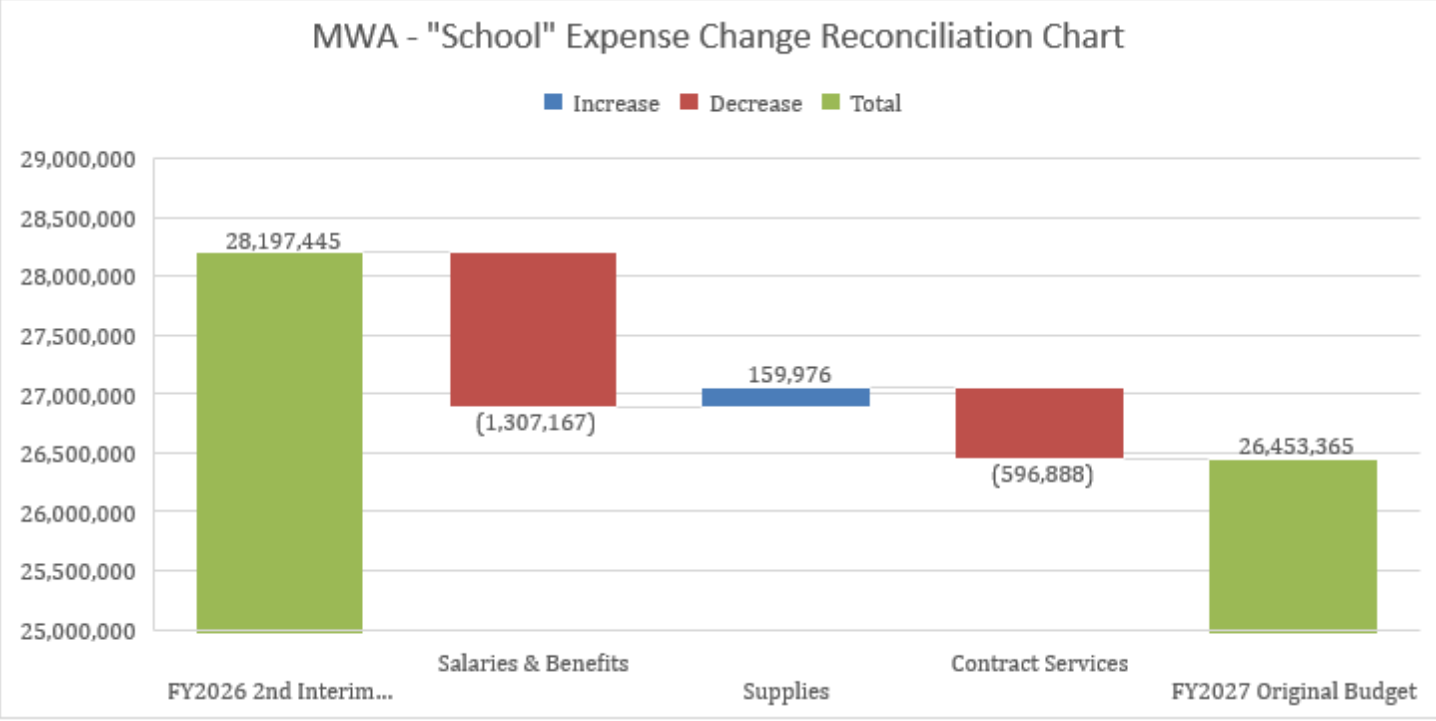
Location	2024-25 Actuals	2025-26 2nd Interim Budget (A)	2026-27 Preliminary Budget (B)	$ Variance (A) vs. (B)	%Variance (A) vs. (B)
Revenues					
Government	$19,974,045	$19,970,087	$19,949,458	-$20,629	-0.1%
Interest Income	$390,498	$220,000	$220,000	$0	0%
Donations	$967,397	$186,000	$186,000	$0	0%
JRSF	$6,700,000	$9,958,948	$8,288,503	-$1,670,446	-17%
Central Office (*Shared Services Allocation*)	$1,452,400	$1,452,400	$1,452,400	$0	0%
Total Revenues	**$29,484,340**	**$31,787,435**	**$30,096,361**	**-$1,691,074**	**-5%**
Expenses					
Salaries/Benefits	$16,794,063	$19,585,027	$18,379,670	-$1,205,357	-6%
Supplies	$1,155,288	$1,548,826	$1,717,552	$168,726	11%
Contracted Services	$11,599,451	$10,603,582	$9,949,139	-$654,443	-6%
Total Expenses	**$29,548,802**	**$31,737,435**	**$30,046,361**	**-$1,691,074**	**-5%**
Net Surplus/Deficit	**-$64,462**	**$50,000**	**$50,000**		



MWA-"School"

Compare *FY'26 2nd Interim Budget* with *FY'27 Preliminary Budget (2nd Draft)*

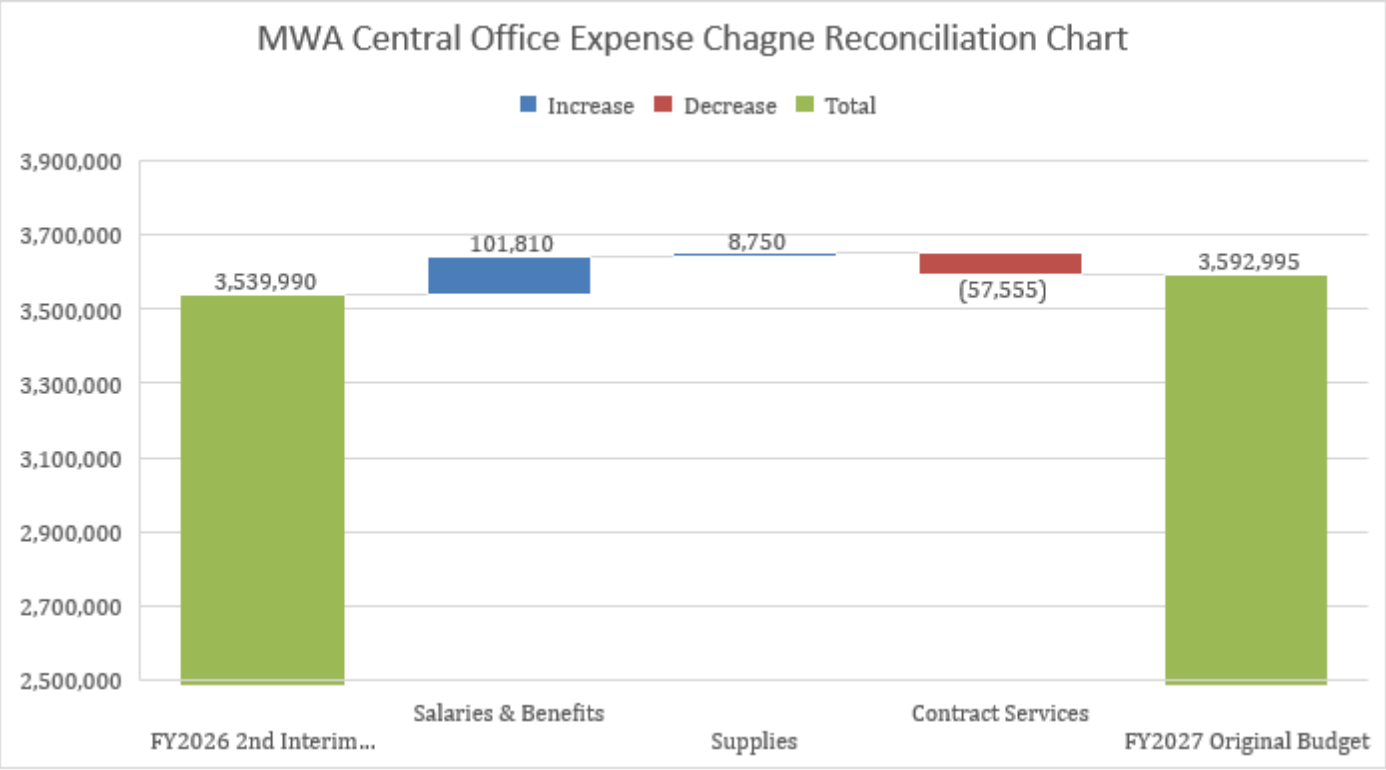
Location	2025-26 2nd Interim Budget (A)	2026-27 Preliminary Budget (B)	$ Variance (A) vs. (B)	%Variance (A) vs. (B)
Revenues				
Government	$19,970,087	$19,949,458	-$20,629	-0.1%
Interest Income	$220,000	$220,000	$0	0%
Donations	$186,000	$186,000	$0	0%
JRSF	$7,871,358	$6,147,907	-$1,723,451	-22%
Total Revenues	**$28,247,445**	**$26,503,365**	**-$1,744,080**	**-6%**
Expenses				
Salaries/Benefits	$16,981,411	$15,674,243	-$1,307,167	-8%
Supplies	$1,525,376	$1,685,352	$159,976	10%
Contracted Services	$9,690,658	$9,093,770	-$596,888	-6%
Total Expenses	**$28,197,445**	**$26,453,365**	**-$1,744,080**	**-6%**
Net Surplus/Deficit	**$50,000**	**$50,000**		
Revenues – Government per ADA	**$21,254**	**$21,155**	**-$99**	**-0.5%**
Expenses – Cost per Student (Exclude CO Fees)	**$26,879**	**$26,374**	**-$505**	**-2%**



Central Office

Compare *FY'26 2nd Interim Budget* with *FY'27 Preliminary Budget (2nd Draft)*

Location	2025-26 2nd Interim Budget (A)	2026-27 Preliminary Budget (B)	$ Variance (A) vs. (B)	%Variance (A) vs. (B)
Revenues				
JRSF	$2,087,590	$2,140,595	$53,005	3%
Central Office (*Shared Services Allocation*)	$1,452,400	$1,452,400	$0	0%
Total Revenues	**$3,539,990**	**$3,592,995**	**$53,005**	**2%**
Expenses				
Salaries/Benefits	$2,603,616	$2,705,426	$101,810	4%
Supplies	$23,450	$32,200	$8,750	37%
Contracted Services	$912,924	$855,369	-$57,555	-6%
Total Expenses	**$3,539,990**	**$3,592,995**	**$53,005**	**2%**
Net Surplus/Deficit	**$0**	**$0**		



Coversheet

Board Work and Advisory Committee Updates

Section: V. Non-Action Items
Item: A. Board Work and Advisory Committee Updates
Purpose: FYI
Submitted by:
Related Material: Board Presentation-PLT_5C.pdf

The Making Waves Academy
Parent Leadership Team (PLT)
in partnership with

CONTRA COSTA COUNTY CHARTER COALITION

COLLECTIVE LEADERSHIP IN ACTION

Overview:

- DEVELOPMENT
- EFFORTS
- IMPACT



DEVELOPMENT

In 2022, six charter schools in West Contra Costa united to establish the Contra Costa County Charter Coalition (5C), with Making Waves Academy serving as one of its founding members. The coalition was created to elevate family voices, ensure charter families have representation in key decision-making spaces, and safeguard school choice within the community.

Since its inception, the PLT has remained consistently engaged and stable over the past three years. The primary purpose of the PLT is to inform and educate the MWA community about the charter renewal process, and clarify the important role families play in that process. A key component of this work is building and maintaining strong relationships with elected officials on the Board of Education, city leaders, and other stakeholders who make decisions that impact the MWA community. In addition, the PLT actively supports other schools within the coalition, engaging alongside them as they navigate their own renewal journeys.

WHAT IS 5C?

- 5C, the Contra Costa County Charter Coalition, is a parent-led organization.
- Initially founded by six charter schools, it has expanded to include 13 member schools, representing all charter schools in West Contra Costa County.
- **Core Commitment:** Elevating parent voices, ensuring families are heard, valued, and meaningfully represented in decisions affecting their children's futures.
- **Mission Support:** Training and organizing families to represent their children's interests at every institutional level influencing their educational experience.
- **Core Beliefs:**
  - Every child deserves access to a high-quality education.
  - Preservation of school choice and the opportunity for families to select high-quality charter schools is central.
- **Impact:** Strong family engagement strengthens schools, informs district and county leadership, supports sound decision-making, and advances equitable, high-quality educational opportunities for all students.

THE 5C SCHOOLS

FOUNDING SCHOOLS (2022)

Caliber

Caliber

Making Waves Academy

Richmond Prep Schools

Richmond College Prep

Summit Public Schools

Summit K2

Summit Tamalpais

Voices

Voices

NEW MEMBER SCHOOLS (2025)

AMPS
AMETHOD PUBLIC SCHOOLS

Benito Juarez

John Henry High School

Richmond Charter Academy

ASPIRE PUBLIC SCHOOLS

Richmond Technology Academy

Richmond California College Preparatory Academy

INVICTUS
ACADEMY OF RICHMOND

Invictus

Leadership Public Schools

THE 5C TEAM



MARIBEL GONZALEZ,
5C Executive Director



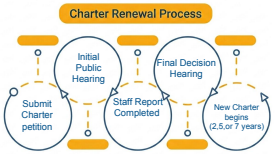
DANIELA RAMIREZ
5C Family Organizer

To learn more, please visit
https://www.cococharters.org/

5C PROGRAMMING
Learning leading to action



Family Institute



Session 1
Charter Renewal Process



Session 2
WCCUSD & CCCBOE Trustees



Session 3
Relationship Mapping



Session 4
Building Collective Power

5C hosts **Family Leadership Institutes** twice a year, which are central to their programming. In these institutes, families gain a deeper understanding of the differences between charter public schools and traditional public schools, as well as how charter schools are overseen and authorized. Families learn about the boards that authorize their schools—whether at the district or county level—who serves on those boards, and the factors that influence charter renewal decisions, such as dashboards, performance tiers, and other accountability measures. The institutes also emphasize the importance of understanding these systems, staying informed about who is elected to these boards, and recognizing the factors that can shape board members' decisions.

Most importantly, they help families identify what is within their control and how they can elevate their voices, organize collectively, and build the power needed to advocate for their schools.

At the conclusion of each institute, families complete a capstone project to put their learning into practice and deepen their understanding. Past projects have included inviting elected officials for school tours, leading parent assemblies where institute graduates share their knowledge with the broader school community, organizing a candidate forum, and conducting a classroom tour and observations.

5C PROGRAMMING

Learning leading to action









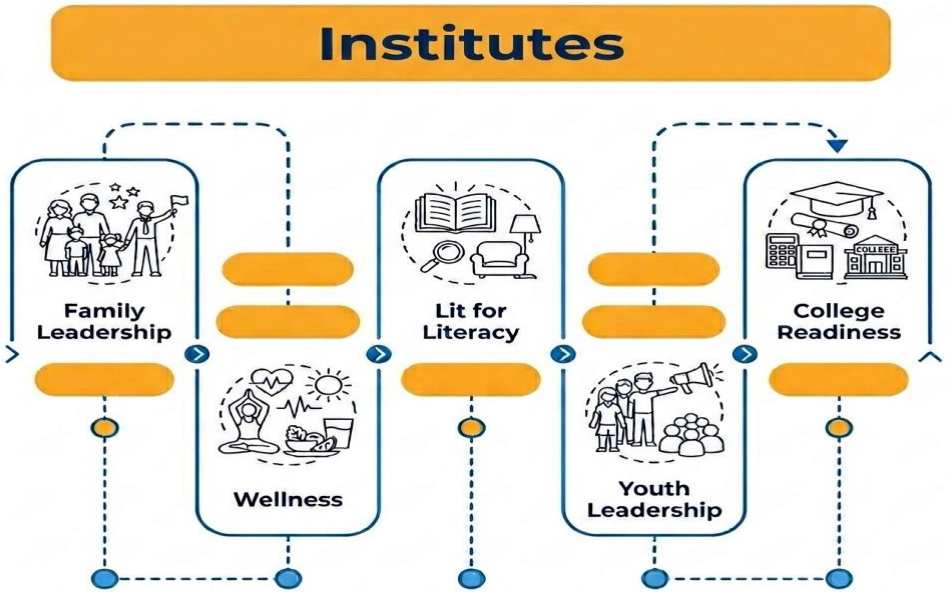






5C PROGRAMMING
A year-round commitment to learning

- In addition to the Family Leadership Institutes, 5C has piloted an Advanced Leadership Institute, a Literacy Institute, a Youth Leadership Institute, and most recently a College Readiness Institute and a Wellness Institute. Including pilot programs, 5C offers 3–4 institutes each year, creating multiple opportunities for families to deepen their knowledge, build leadership skills, and strengthen their ability to advocate for themselves, their children and their schools.



More on programming

- **Guided by the Family Leadership Council (FLC):** The Family Leadership Council (FLC) is composed of staff **and 1–2 parent representatives from each participating coalition school**. The council meets twice a month to review 5C programming, institute content and make key decisions, ensuring that programming reflects the priorities, needs and perspectives of the school communities it serves.

- **Allocated spots, open access to apply:** While each school is typically allocated about 10 spots per institute(5 for pilots), the opportunity is shared with the entire parent community, and all parents are invited to register. Because participation requires a consistent time commitment—and includes a financial fellowship upon completion—not every parent who registers ultimately participates, but every family has the chance to express interest and be considered.

The PLT Parent Leadership Team

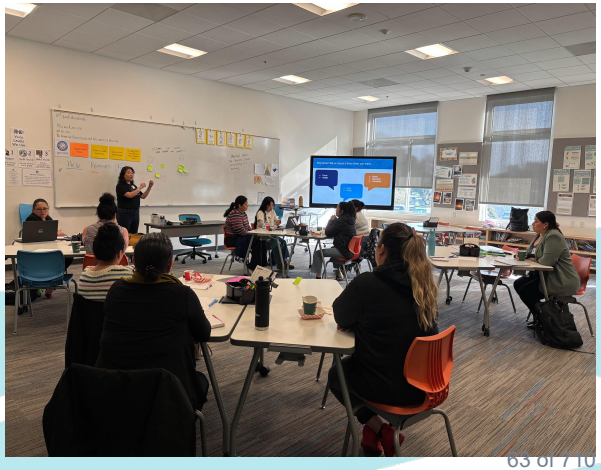



THANK
Parent Leader Recognition






WEEK IN SPORTS
Powered by BoardOnTrack

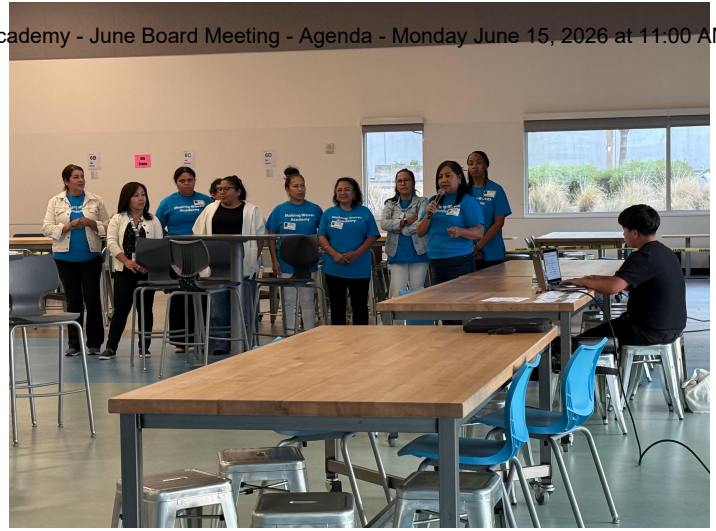


What is the Parent Leadership Team?

- The Parent Leadership Team (PLT) is a parent-led group of dedicated Making Waves Academy parents and guardians that was established in early 2023
- PLT members represent MWA and work in partnership with the Contra Costa County Charter Coalition (5C) to protect school choice.
- Members are informed, knowledgeable leaders who are collaborative, student-focused, and community-oriented.
- They serve as agents of change, committed to ensuring all students have continued access to high-quality education.
- By supporting one another and working together, they contribute to the success and well-being of schools and families.
- The team has remained consistently strong, anchored by a core group of 9–14 parents, with additional parents engaged as supportive allies at varying levels of involvement.
- PLT Contact Information:

  Mariela Labrada, Parent Organizer
  parentleadership@mwacademy.org
  Direct phone number: 510-779-1427
  Main: 510-262-1511 ext. 1427











Leadership in Action: Supporting MWA & 5C

Charter Renewal

- Train and inform parents about the charter renewal process
- PLT Meets with CCCBOE Trustees
- The PLT cultivates strong relationships with parents and stakeholders across 5C schools to mobilize support and attendance for our renewal.
- PLT shows up united, organized, and prepared to the renewal hearings

Active Engagement with 5C

- MWA demonstrates a strong model of coalition partnership, made possible by the time, capacity, and resources our community is able to contribute.
- MWA is represented in the Family Leadership Council (FLC) by 1–2 parent leaders.
- MWA parent leaders have served as facilitators in 5C institutes, modeling leadership development and growth.
- The PLT supports other 5C schools by attending their renewal hearings and participating in public comment

Engaging the Larger MWA Parent Community

- The PLT holds an annual parent/guardian fall assembly, empowering families with information about the charter renewal process and highlighting the importance of their voice, involvement, and support.
- Through parent-to-parent communication, parent leaders deepen families' understanding of information introduced at the annual assembly and share the PLT's work and opportunities for involvement
- The PLT has tabled at events such as the 2025 New Family Welcome event and the Unity Gala
- PLT parent have led school tours, actively engaging prospective families
- The PLT played an active role in supporting the WASC process by engaging in feedback sessions and meeting with the WASC Committee



Impact in numbers

Active Parent Leaders

- 23-24 SY→ 8
- 24-25 SY → 9
- 25-26 SY → 14

Division Representation

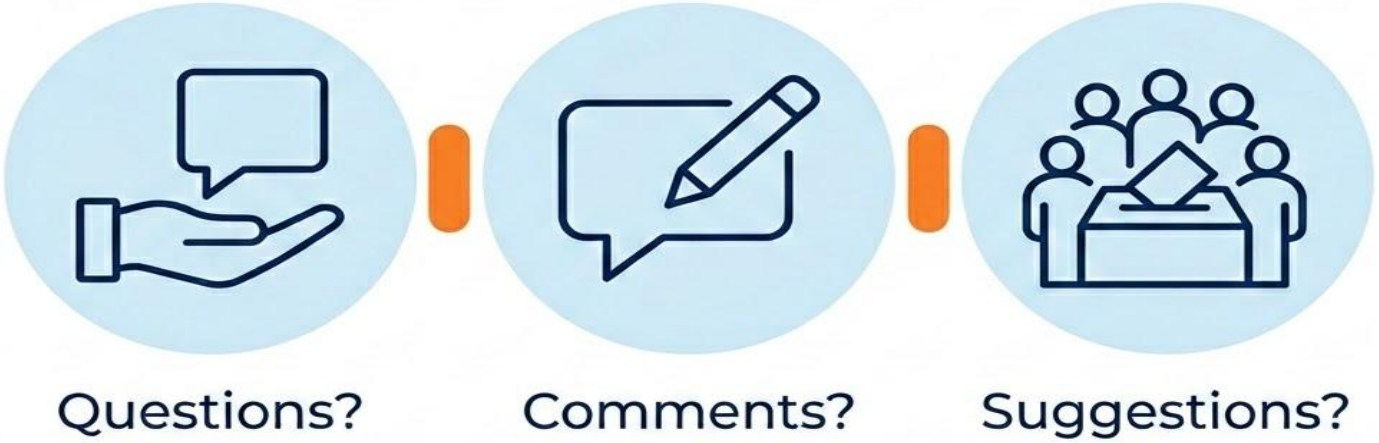
- MS: 7
- US: 3
- Both: 4

Institute Enrollment

- Sign-ups: 82
- Completed: 53

*Hiring a Parent Organizer increased Institute completion rate from 40-50% to 90-100%

*Each school is allocated 10 spots for Family Institutes and 5 spots for Pilot Institutes.


Questions?
Comments?
Suggestions?

Coversheet

AI Task Force Status Update

Section: V. Non-Action Items
Item: B. AI Task Force Status Update
Purpose: Discuss
Submitted by:
Related Material: Board Update on the AI Task Force v1.pdf

BACKGROUND:

This report provides an update on the Task Force's progress assessing institutional AI readiness using the aiEDU framework and gathering faculty input through a survey. It outlines work completed to date and next steps for identifying the priorities ahead for an AI integration roadmap for the 2026–27 school year.

MWA AI Task Force Board Report

Managing Director of IT And Operations

Damon Edwards

As we approach the close of the academic year, I am pleased to share the progress of our newly formed AI Task Force. Our work is centered on ensuring that Making Waves Academy remains proactive in an evolving educational landscape, equipping our students with the skills they need to thrive in a technology-driven future. ***Our focus for the last month has been assessing our institutional readiness through the aiEDU AI Readiness Framework (page 2) and gathering critical insights from our faculty***. Our efforts are dedicated to building a thoughtful, sustainable strategy that integrates AI into our teaching and operations.

MWA AI Task Force Updates

Work Completed: Over the past month, the Task Force met twice, applied aiEDU's AI Readiness Rubric to MWA, and administered a faculty-wide survey. Since our May update, the Task Force:

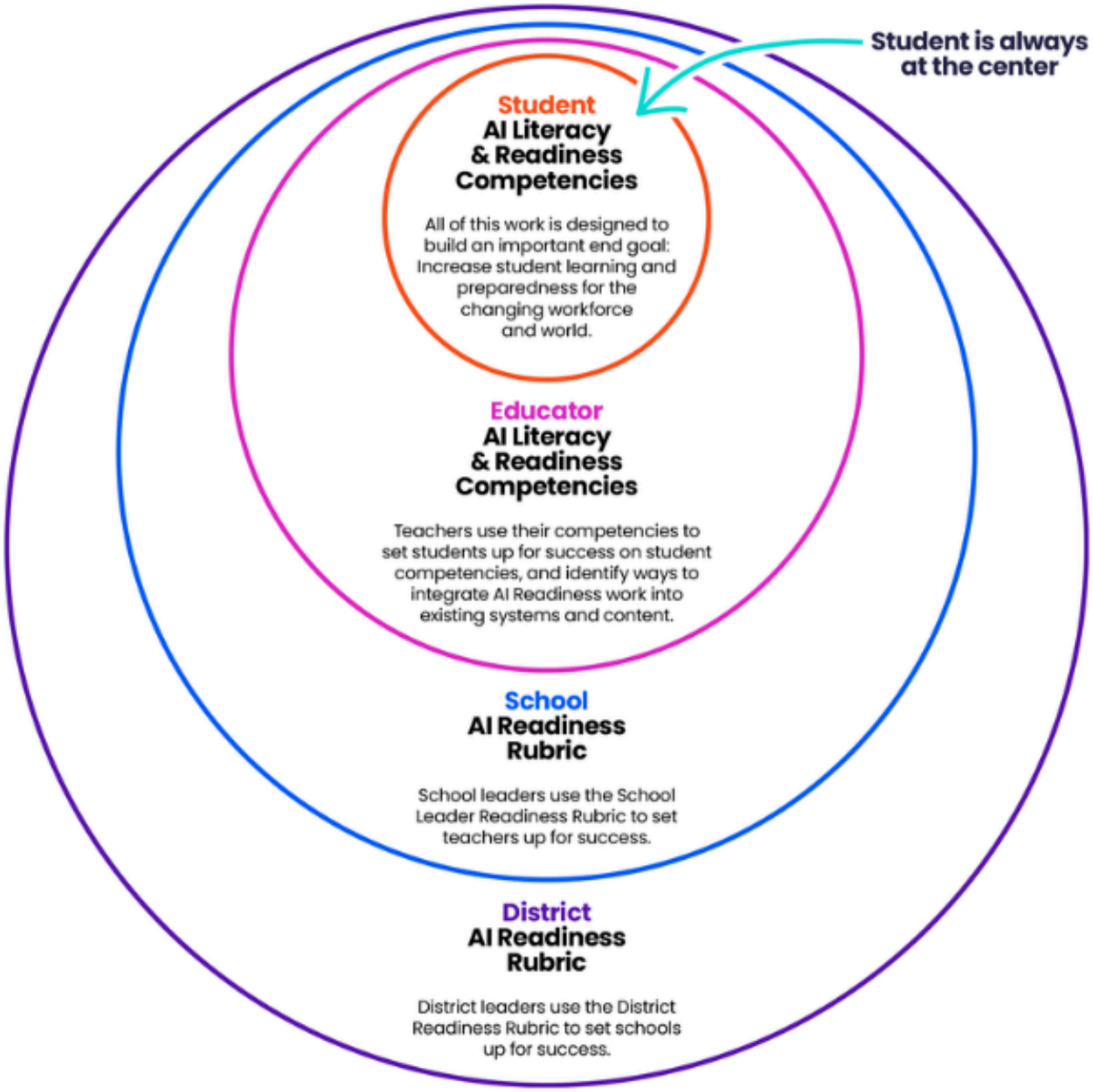
- **Built a shared understanding** of the AI landscape, including workforce trends and how it's showing up in education, and why AI readiness matters for students, educators and systems. We used the aiEDU's AI Readiness Framework to guide our efforts. Rather than focusing solely on technical skills, this framework helps us prepare students by combining AI with essential human abilities—like critical thinking and collaboration. It provides a clear, structured roadmap for our students, educators, and school systems.
- **Assessed MWA's system readiness** across the five domains: vision, strategy, policy, stakeholders, and teaching and learning. MWA is in the early stages of readiness, with strategy and vision identified as the consensus starting priorities. Existing student AI policy, pending staff policy, leadership engagement, MWA's equity mission, and the Profile of a Graduate provide an important foundation for this work.
- **Administered a survey to faculty** with 43 responses, representing a 66.15% response rate. The survey captured current AI use, attitudes, concerns, and professional learning interests.

What's Ahead:

- **Conduct a deep review of the faculty survey data, which was administered on May 29, 2026,** and then share data and key insights with the AI Task Force for future discussion and planning.
- **Use survey findings, organizational readiness assessment results, and working session insights to help inform priorities and an initial roadmap for the 2026–27 school year,** including discussion and planning around vision and how MWA defines AI readiness, opportunities for stakeholder input, and potential guidance, support, and professional learning needs.

Board Input: As this work takes shape, we also want to capture board members' individual perspectives. This will help inform how MWA defines student AI readiness and responsible AI use in alignment with the school's mission, values, and Profile of a Graduate, as well as the skills and demands students will encounter beyond MWA. We will follow up after the Board meeting with an opportunity to share input.

aiEDU Framework: 4 Essential Components



Coversheet

Local Indicators

Section:	V. Non-Action Items
Item:	C. Local Indicators
Purpose:	Discuss
Submitted by:	Bryann Fitzpatrick
Related Material:	2025-26 MWA Local Indicators - Slides (2).pdf MWA 2025-26 Local Indicators (1).pdf

BACKGROUND:

Local Indicators will be published on the CA School Dashboard as "Standard Met" once submitted. This item must be presented as a non-action item in the same meeting as the LCAP adoption.

These slides act as a broad summary of the Local Indicators Report, which is next in the board packet.

There will be repeated information if you read both the summary slides and the packet.



Local Indicators

Date: June 15, 2026

Learn. Graduate. Give Back.

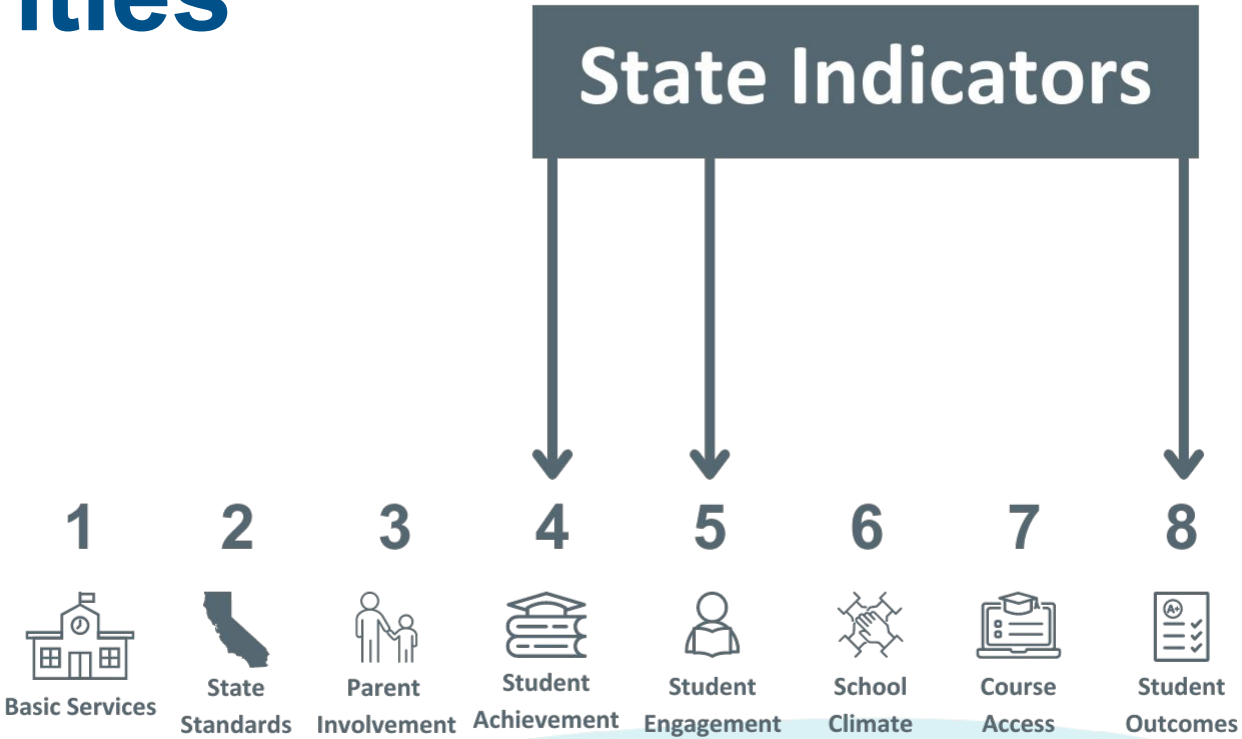
LCFF Priorities

To hold LEAs accountable for supporting the “whole child,” there are 8 LCFF priorities that we must report on annually.

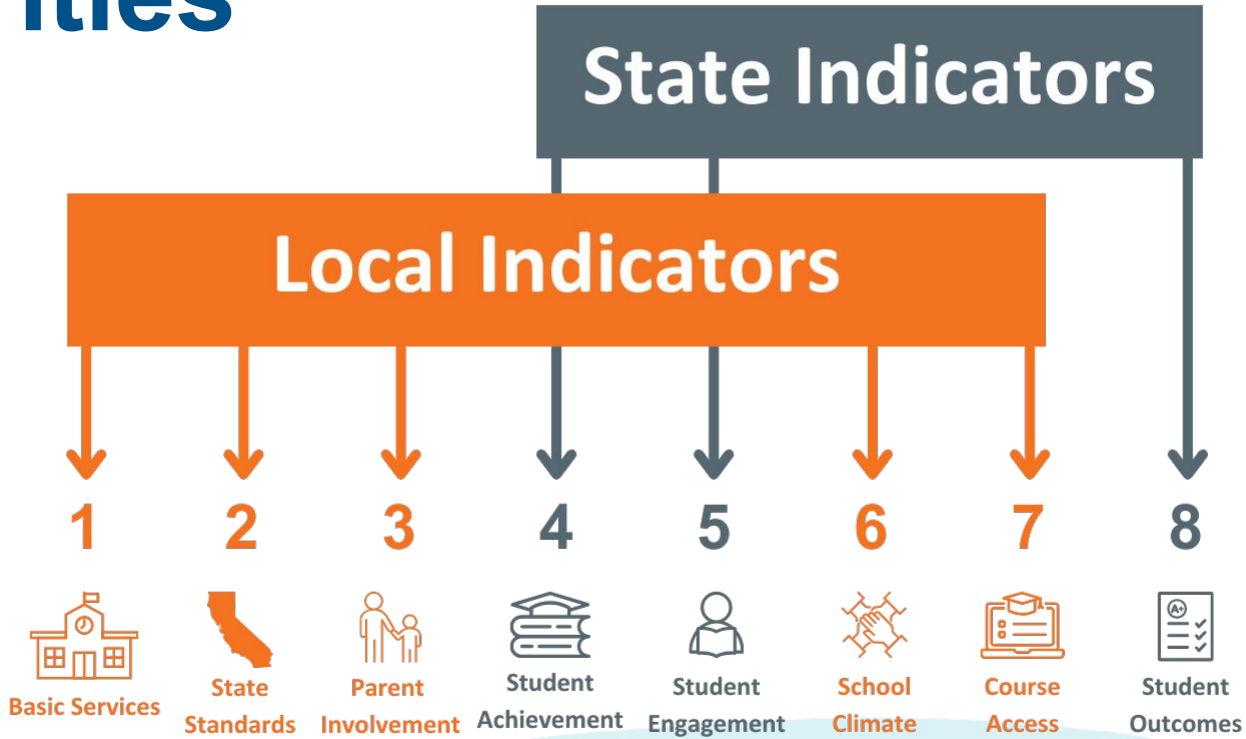
- These are tracked on the CA State Dashboard
- Our LCAP is centered around these priorities



Priorities


State Indicators
1
Basic Services
2
State Standards
3
Parent Involvement
4
Student Achievement
5
Student Engagement
6
School Climate
7
Course Access
8
Student Outcomes

Priorities


State Indicators
Local Indicators
1
Basic Services
2
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Student Achievement
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7
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8
Student Outcomes

Indicators

- **State Indicators are informed by state data**
  - Using test scores, ELPI, attendance, graduation rate, etc.
- **Local Indicators are informed by local data**
  - Using self-reflection tools provided by the state



Performance Standards

1 
Basic Services

2 
State Standards

3 
Parent Involvement

6 
School Climate

7 
Course Access

For each local indicator, the State Board of Education adopted performance standards require an LEA to

1. Annually measure its progress in meeting the requirements of LCFF priorities
2. Report the results as part of a non-consent item at the same public meeting of the local governing board at which the LCAP is adopted
3. Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator

Reporting the Results



Priority 1

Basic Services



Priority 1

Basic Services

Basic Services

FIT (Facility Inspection Tool): Measures the safety, cleanliness, and maintenance of school facilities to ensure they are in good repair.

Middle School	
Score = 100%	EXEMPLARY

Upper School	
Score = 99.86%	EXEMPLARY

- Both schools scored the highest ranking of “Exemplary” (99-100%)
- LCAP Goal was to continue scoring “Good” (90-98.99%)

Priority 1



Basic Services

- **100% of students** have access to standards aligned curriculum and materials in all subjects
- Information on 2024-25 teaching assignments data will be available in Fall 2026 *(this information is always 2 years behind and available here on DataQuest)*

Priority 2

State Standards



Priority 2



State Standards

Highlights: Graduation rate improved from Orange to Blue on the California Dashboard; overall academic performance increased by 3.3 points; enhanced monitoring, intervention, and instructional supports contributed to improved student outcomes and stronger instructional coherence across grade levels.

Professional learning for academic standards

ELA Common Core State Standards for ELA	4 – Full Implementation
ELD In compliance with California English Language Development Standards	3 – Initial Implementation
Mathematics Common Core State Standards for Math	4 – Full Implementation
Science Next Generation Science Standards	4 – Full Implementation
History-Social Science	2 – Beginning Development

5-point scale

Exploration and Research Phase	*Beginning Development*	*Initial Implementation*	*Full Implementation*	*Full implementation and sustainability*

Priority 2



State Standards

- **Fully implemented:** ELA, Math, Science, Health, VAPA, World Languages, and PE (sustained implementation)
- **Initial implementation:** ELD, CTE, and History-Social Science (key growth areas)
- **Next steps:** Continue strengthening ELD systems under new leadership, deepen instructional consistency and rigor in ELA, expand vertical articulation and PLC work, and continue targeted support for English Learners through Differentiated Assistance
- **Professional learning:** Strong implementation in ELA, Math, and Science supported by instructional coaching, PLCs, classroom observation and feedback cycles, and increased alignment of curriculum and instructional practices; additional development needed in ELD and History-Social Science

Priority 3

Parent Involvement



Priority 3



Parent Involvement

Relationships Between School Staff and Families:

- Focus on belonging and connectedness through more inclusive engagement, stronger school-family relationships, and proactive communication
- Targeted outreach to underrepresented families through resource guides, weekly communication logs for higher-need students, family involvement in RTI processes, and continued two-way communication efforts

Capacity of staff to build relationships with families.	3 – Initial Implementation
Creating welcoming environments for all families.	4 – Full Implementation
Supporting staff to learn about each family.	3 – Initial Implementation
Using language that is understandable and accessible.	3 – Initial Implementation

5-point scale

Exploration and Research Phase	*Beginning Development*	*Initial Implementation*	*Full Implementation*	*Full implementation and sustainability*

Priority 6

School Climate



Priority 6

School Climate

School Climate

Feb 2026 California Healthy Kids Survey (CHKS)

- 861 students surveyed

Special population suspension rates include:

- 0% Black/African American students (down from 19% in 2024–25)
- 3% students with IEPs (down from 18% in 2024–25)
- 3% Long-Term English Learners

Key Learning	Action Being Taken
Opportunities to improve connectedness, safety, and high expectations, particularly in the Upper School	Strengthen Tier 1 SEL programming through advisory/homeroom and align supports to the Profile of a Graduate
Need to increase access and engagement for underrepresented families	Provide translated communications, leverage multilingual communication platforms, and offer varied meeting formats and schedules

Priority 7

Course Access



Priority 7



Course Access

Course Access & Support

- 100% of graduates completed A-G requirements
- Priority enrollment and open-access AP courses support equitable access for all student groups
- High levels of college readiness, with 87.7% CSU eligibility and 56% UC eligibility among seniors
- Focus on expanding CTE and elective offerings through strategic staffing and new course development initiatives

Priority 7



Course Access

Course Access

2026 Graduate Highlights

- **790+ UC and CSU applications** submitted
- **545 total college acceptances** reported
- **100 of 105** applicants were **admitted to at least one four-year** college
- 46 seniors submitted **200+ applications** to private and out-of-state institutions
- **20 college and university representatives** hosted on campus
- **9 college campus visits** for students in grades 8 and 10-12

Questions?



MWA 2025-26 Local Indicators

June 15, 2026

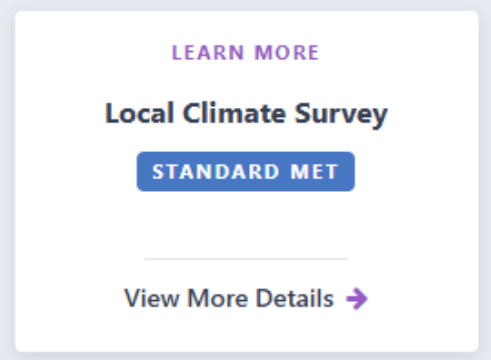
Contents:

- LCFF Priorities in the LCAP
- Priority 1: Basic Services
- Priority 2: Implementation of State Academic Standards
- Priority 3: Parent and Family Engagement
- Priority 6: School Climate
- Priority 7: Access to a Broad Course of Study

Background Information:

As part of California's Local Control Funding Formula (LCFF) accountability system, local educational agencies (LEAs) are required to annually address the state priorities identified in the LCFF. Some priorities are measured through **State Indicators that rely on quantitative data (Priorities 4, 5, & 8)**, such as assessment results, graduation rates, and college and career readiness outcomes. Other priorities are measured through **Local Indicators, which use locally collected qualitative data (Priorities 1, 2, 3, 6, & 7)**.

Each year, LEAs must review and report on the required **Local Indicators using state-developed self-reflection tools** designed to evaluate implementation, progress, and effectiveness. Following adoption of the Local Control and Accountability Plan (LCAP), these reflections are submitted to the California School Dashboard, where LEAs are evaluated on whether they have met the reporting requirements and are designated as having "Standard Met," "Standard Not Met," or "Standard Not Met for Two or More Years."



Local Indicators must be presented to the governing board at the same meeting during which the LCAP is adopted. Because the LCFF priorities serve as the foundation of the LCAP, each LCAP goal must align to one or more state priorities, and all priorities must be addressed in the LCAP.

Click here for more information on LCFF Priorities.

LCFF Priorities in the LCAP

See the charts below for details on how the 8 LCFF priorities show up in MWA's LCAP goals for 2025-26, and the new LCAP goals for 2026-27.

MWA 2025-26 LCAP	
Goal 1: Support for All Learners	**Priority 1**: Basic Services (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)
Goal 2: College and Career Readiness	**Priority 1:** Basic (Conditions of Learning) **Priority 4:** Pupil Achievement (Pupil Outcomes) **Priority 5:** Pupil Engagement (Engagement) **Priority 7:** Course Access (Conditions of Learning) **Priority 8:** Other Pupil Outcomes (Pupil Outcomes)
Goal 3: Diversity, Equity, and Inclusion	**Priority 1:** Basic (Conditions of Learning) **Priority 4:** Pupil Achievement (Pupil Outcomes) **Priority 5:** Pupil Engagement (Engagement) **Priority 7:** Course Access (Conditions of Learning) **Priority 8:** Other Pupil Outcomes (Pupil Outcomes)

MWA 2026-27 LCAP	
Goal 1: Support for All Learners	**Priority 1:** Basic Services (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)
Goal 2: College and Career Readiness	**Priority 1:** Basic (Conditions of Learning) **Priority 4:** Pupil Achievement (Pupil Outcomes) **Priority 5:** Pupil Engagement (Engagement) **Priority 7:** Course Access (Conditions of Learning) Priority 8: Other Pupil Outcomes (Pupil Outcomes)
Goal 3: Community Engagement and Climate	**Priority 1:** Basic (Conditions of Learning) **Priority 3:** Parental Involvement (Engagement) **Priority 5:** Pupil Engagement (Engagement) **Priority 6:** School Climate (Engagement)
Goal 4: Targeted Interventions	**Priority 1:** Basic (Conditions of Learning) **Priority 4:** Pupil Achievement (Pupil Outcomes) **Priority 6:** School Climate (Engagement)

Priority 1: Basic Services

Local Control Funding Formula (LCFF) resources for this priority includes:

1. Students have access to the standards-aligned instructional materials
2. School facilities are maintained
3. Teachers are assigned and fully credentialed

Points 1 and 2 are included in the School Accountability Report Card (SARC), point 3 was presented in the January 2026 board meeting, and point 3 will soon be shown on the CA State Dashboard.

Priority 1: Basic Conditions (Click here to see last year's responses)	
The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to educational partners and the public through the Dashboard.	
1. Number and percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home	0
2. Number and percentage of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)	0
3. Teacher Assignment Monitoring and Outcome data	See below and the TAMO report from the January 2026 board meeting

Teacher Assignment Monitoring and Outcome data 2023-24								
Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Making Waves Academy	65.9	55.2%	8.4%	5.6%	26.8%	2.9%	0.0%	1.1%
Contra Costa County Office of Education	323.8	57.0%	5.1%	6.0%	24.9%	5.2%	0.1%	1.9%
Contra Costa	7,867.5	80.0%	4.7%	2.1%	8.6%	4.4%	0.1%	0.2%
Statewide	278,927.1	82.5%	4.3%	2.2%	6.0%	4.6%	0.1%	0.3%

Click here for more information on LCFF Priority 1: Basic Services.

Priority 2: Implementation of State Standards

Local Control Funding Formula (LCFF) resources for this priority include implementation of academic content and performance standards for all students, including English learners.

Priority 2: Implementation of State and Academic Standards (Click here to see last year's responses) *The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.*		
1. Rate our progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks	ELA – Common Core State Standards for ELA	**4 – Full Implementation**
	ELD (In compliance with California English Language Development Standards)	**3 – Initial Implementation**
	Mathematics – Common Core State Standards for Mathematics	**4 – Full Implementation**
	Next Generation Science Standards	**4 – Full Implementation**
	History-Social Science	**2 – Beginning Development**
2. Rate our progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks available in all classrooms where the subject is taught.	ELA – Common Core State Standards for ELA	**4 – Full Implementation**
	ELD (In compliance with California English Language Development Standards)	**5 – Full Implementation**
	Mathematics – Common Core State Standards for Mathematics	**6 – Full Implementation**
	Next Generation Science Standards	**7 – Full Implementation**
	History-Social Science	**2 – Beginning Development**
3. Rate our progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks (e.g.,	ELA – Common Core State Standards for ELA	**4 – Full Implementation**
	ELD (In compliance with California English Language Development Standards)	**2 – Beginning Development**

collaborative time, focused classroom walkthroughs, teacher pairing).	Mathematics – Common Core State Standards for Mathematics	**4 – Full Implementation**
	Next Generation Science Standards	**4 – Full Implementation**
	History-Social Science	**2 – Beginning Development**
4. Rate our progress implementing each of the following academic standards adopted by the state board for all students.	Career Technical Education	**3 – Initial Implementation**
	Health Education Content Standards	**4 – Full Implementation**
	Physical Education Model Content Standards	**5 – Full Implementation and Sustainability**
	Visual and Performing Arts	**4 – Full Implementation**
	World Language	**4 – Full Implementation**
5. Rate our success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).	Identifying the professional learning needs of groups of teachers or staff as a whole	**3 – Initial Implementation**
	Identifying the professional learning needs of individual teachers	**4 – Full Implementation**
	Providing support for teachers on the standards they have not yet mastered	**3 – Initial Implementation**
6. Provide any additional information provided in the Dashboard that is relevant to understanding its progress implementing the academic standards adopted by the state board *(1,500 Character Limit).*	During the 2024-25 school year, Making Waves Academy experienced a mid-year transition in ELD leadership that impacted the coordination and implementation of supports for English Learners. A new ELD Coordinator was hired near the start of the current school year, allowing the school to reestablish systems and strengthen support for English Learners. Through Year 2 of Differentiated Assistance, the school has implemented more consistent monitoring of English Learner progress and dedicated targeted instructional time during the school day to support language development and academic achievement. These efforts are expected to positively impact future outcomes for this student group. The school also saw significant improvement in its graduation rate, moving from Orange to Blue on the California Dashboard. This growth was supported by a focused effort on credit recovery, progress monitoring, and early intervention for students at risk of failing courses.	

	While overall ELA performance declined, analysis identified the need for greater consistency and alignment in instructional practices. In response, the school hired a full-time ELA Instructional Coach with a strong record of success in ELA instruction. Across both mathematics and English language arts, the school has deepened its instructional coaching practices with a focus on increasing rigor, ensuring consistent implementation of grade-level curriculum and instructional materials, and expanding opportunities for higher-order thinking through classroom instruction and activities. To further strengthen instructional coherence, the school implemented regular vertical articulation meetings and established dedicated Professional Learning Communities (PLCs) for mathematics and ELA. These structures provide targeted support for teachers and promote greater alignment of instructional practices across grade levels. Although ELA performance remains an area of focus, overall academic performance improved modestly, with an increase of 3.3 points compared to 2024 results.

Click here for more information on Priority 2: Implementation of State Standards.

Priority 3: Family Involvement

Local Control Funding Formula (LCFF) resources for this priority include Family Engagement in decision-making, promotion of family participation in the education process for all students, including students with disabilities.

Priority 3: Parent and Family Engagement

(Click here to see last year's responses)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.
LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

Section 1: Building Relationships Between School Staff and Families

Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	**3 – Initial Implementation**
Rate the LEA's progress in creating welcoming environments for all families in the community.	**4 – Full Implementation**
Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	**3 – Initial Implementation**
Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	**3 – Initial Implementation**

Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.	Families have access to ParentSquare as a consistent communication tool, allowing them to contact teachers directly and receive timely updates related to student learning and behavior. This platform has supported the school's broader effort to maintain more consistent, transparent, and accessible communication between home and school. At the start of the school year, the school held reorientation meetings for families to establish shared expectations and strengthen school-family partnerships. Throughout the year, the school has remained responsive to family concerns and feedback. Engagement efforts have included monthly Parent Talk sessions, two rounds of advisory family conferences, and three parent workshops, including sessions facilitated by the school social worker. In addition, the school has intentionally sought family and community input to inform decision-making and strengthen collaboration. Participation in the annual climate survey was strong, with 88% of families in grades 5–10 and 86% of students completing the survey. This level of participation provides meaningful feedback to guide ongoing improvement efforts.
Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.	While engagement structures are in place, there remains a need to further strengthen school connectedness and ensure that all students and families feel a strong sense of belonging. Student feedback indicates that some students continue to feel disconnected, particularly in relation to race and culture. As a result, a key focus area is building a more inclusive and affirming school community. Future efforts will focus on deepening relationships between families and school staff through increased opportunities for in-person engagement on campus, continued expansion of parent education workshops and resources, and more proactive and transparent communication practices (including email, ParentSquare, and phone outreach). The school will also continue to build trust through consistency, responsiveness, and recognition of contributions from families, staff, and volunteers, while celebrating the diversity of the school community.
Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.	To better engage underrepresented families, the school is implementing targeted strategies to increase access to support and strengthen two-way communication. These include sharing a localized resource guide to connect families with external services, improving individualized communication for higher-need students through weekly communication logs, and developing an RTI (Response to Intervention) team to review referrals and make data-informed decisions about student support. Families will be included in this process as the team is established to ensure collaboration in supporting student needs.

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

Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes	The Student Support and School Discipline (SSSD) team actively engages parents and guardians throughout the behavior support process. Families receive ongoing communication regarding student progress, campus updates, and opportunities to partner with the school in supporting student success. In addition, the SSSD team regularly meets with students receiving Tier 3 interventions, including those with high-level behavioral or safety concerns and students with additional identified needs. This intentional partnership with families, combined with a continued emphasis on Restorative Practices and Other Means of Correction in lieu of suspension when appropriate, has contributed to a significant reduction in suspension rates. Current suspension data reflects an approximate 85% decrease compared to the same point in the prior school year, including reductions among special populations such as students with IEPs, Black/African American students, and English Learners. Special population suspension rates include: 0% Black/African American students (down from 19% in 2024–25) 3% students with IEPs (down from 18% in 2024–25) 3% Long-Term English Learners As a result of these improvements in restorative practices, intervention systems, and reduced

	suspension rates, the school was removed from Differentiated Assistance in Spring 2026. In addition, the SSSD team launched Skillbuilding Small Groups in semester two to address identified needs related to anxiety and stress management. The school also implemented year-round check-in cycles and weekly mentorship structures (six-week progress monitoring cycles tied to individualized goals). Staff have received ongoing, data-informed professional development focused on de-escalation strategies and strengthening relationships with students and families, contributing to improved school climate and reduced classroom referrals.
Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.	Moving forward, the school will continue to ensure that its vision and mission remain central to decision-making and that systems are aligned to student outcomes and the Profile of a Graduate. A key focus area is expanding opportunities for reciprocal learning between the school, families, and community organizations to strengthen partnerships that support student success. The school will also continue to maintain a student representative on the Board to ensure student voice is consistently included in governance and decision-making processes. Another area of focus is strengthening Tier 1 Social-Emotional Learning (SEL) supports for all students through more consistent and intentional programming within advisory or homeroom structures, ensuring equitable access to foundational social-emotional development for all students.
Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.	To further improve engagement of underrepresented families, the school will continue to align department goals with student data and the Profile of Graduate to strengthen coherence and cross-collaboration across leadership teams. Key strategies include offering flexible engagement opportunities for families, including virtual meetings and varied scheduling options to accommodate different needs. The school will also continue providing consistent and accessible communication to families, including translated materials and the use of communication platforms that support automatic translation, ensuring information is accessible to all families regardless of language or schedule constraints.

Section 3: Seeking Input for Decision Making	
Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	**4 – Full Implementation**
Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	**2 – Beginning Development**
Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	**3 – Initial Implementation**
Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	**3 – Initial Implementation**

Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.	*The current strengths and progress for seeking input for decision making include multiple feedback mechanisms including surveys, Parent Talk Sessions, Back-to-School night events, and department-led programming wit feedback loops. Regular engagement takes place with stakeholders, ensuring that their voices are heard throughout the decision making process. School leaders demonstrate responsiveness by actively sharing how the programming is connected to yielding positive student outcomes, addressing concerns raised by families, and building trust and confidence in the decision making process.*
Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.	*The focus areas for improvement in seeking input for decision making include diverse representation that reflects the school's commitment to inclusivity and equity; Data-based decisions ensuring decisions are grounded in data and research-based evidence; Continuous improvement in seeking input for decision making, regularly evaluating the effectiveness of feedback and adjusting as needed to better meet the student and family needs.*
Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.	*The engagement of underrepresented families will take place by ensuring families have multiple pathways to provide feedback, this process will help build trust and encourage continue engagement*

Click here for more information on Priority 3: Family Involvement.

Priority 6: School Climate

Local Control Funding Formula (LCFF) Priority 6 addresses student suspension rates, expulsion rates, other local measures including surveys of students, parents and teachers on the sense of safety and school connectedness.

Priority 6: School Climate

(Click here to see last year's responses)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.
LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate. *(Limit 3,000 Characters)*	The February 2026 Climate Survey was given schoolwide, 861 students participated. American Indian/Native American-3; Asian or Asian American-27; Black or African American-38; Latinx/Hispanic-667; Multi-racial - 95; Pacific Islander or Native Hawaiian-1;Something else-30 (Note: this number totals to over 861 because the question that asks for race or ethnicity is a "select all that apply" question, meaning one student can make more than one selection depending on what best fits them.) Student Results School Connectedness 55% Whole School / 56% Middle School / 53% Upper School Academic Motivation 68% Whole School / 71% Middle School / 65% Upper School Caring Adult Relationships 61% Whole School / 61% Middle School / 61% Upper School High Expectation 53% Whole School / 57% Middle School / 50% Upper School School Safety 55% Whole School / 53% Middle School / 57% Upper School We received 97 parent responses, representing parents of 127 students.

	5th Grade- 23 parents 6th Grade- 14 parents 7th Grade- 18 parents 8th Grade- 17 parents 9th Grade- 22 parents 10th Grade- 14 parents 11th Grade- 11 parents 12th Grade- 8 parents Parent Responses 54% of parents strongly agree that their child is safe at MWA 44% of parents agree that their child is safe at MWA 1% of parents disagree that their child is safe at MWA 1% of parents strongly disagree that their child is safe at MWA 95% of MWA parents feel MWA is responsive to needs 5% of MWA parents do not feel MWA is responsive to needs The Student Support and School Discipline (SSSD) team actively engages parents and guardians throughout the behavior support process. Families receive ongoing communication regarding student progress, campus updates, and opportunities to partner with the school in supporting student success. In addition, the SSSD team regularly meets with students receiving Tier 3 interventions, including those with high-level behavioral or safety concerns and students with additional identified needs. This intentional partnership with families, combined with a continued emphasis on Restorative Practices and Other Means of Correction in lieu of suspension when appropriate, has contributed to a significant reduction in suspension rates. Current suspension data reflects an approximate 85% decrease compared to the same point in the prior school year, including reductions among special populations such as students with IEPs, Black/African American students, and English Learners. Special population suspension rates include: 0% Black/African American students (down from 19% in 2024–25) 3% students with IEPs (down from 18% in 2024–25) 3% Long-Term English Learners

	As a result of these improvements in restorative practices, intervention systems, and reduced suspension rates, the school was removed from Differentiated Assistance in Spring 2026.
Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group. ***(Limit 3,000 Characters)***	Moving forward, the school will continue to ensure that its vision and mission remain central to decision-making and that systems are aligned to student outcomes and the Profile of a Graduate. A key focus area is expanding opportunities for reciprocal learning between the school, families, and community organizations to strengthen partnerships that support student success. The school will also continue to maintain a student representative on the Board to ensure student voice is consistently included in governance and decision-making processes. Another area of focus is strengthening Tier 1 Social-Emotional Learning (SEL) supports for all students through more consistent and intentional programming within advisory or homeroom structures, ensuring equitable access to foundational social-emotional development for all students.
Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes. ***(Limit 3,000 Characters)***	To further improve engagement of underrepresented families, the school will continue to align department goals with student data and the Profile of Graduate to strengthen coherence and cross-collaboration across leadership teams. Key strategies include offering flexible engagement opportunities for families, including virtual meetings and varied scheduling options to accommodate different needs. The school will also continue providing consistent and accessible communication to families, including translated materials and the use of communication platforms that support automatic translation, ensuring information is accessible to all families regardless of language or schedule constraints.

Click here for more information on Priority 6: School Climate.

Priority 7: Course Access

Local Control Funding Formula (LCFF) Priority 7 addresses a course of study where programs and services are developed and provided to English learners, students with special needs, foster youth and individuals with exceptional needs.

Priority 7: Access to a Broad Course of Study

(Click here to see last year's responses)

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

Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.	All students continue to have access to A-G approved courses, which are part of our graduation requirements. Over 99.5% of our students are enrolled in courses that fulfill local requirements for high school graduation. Because our requirements are closely aligned with A-G Requirements, in 2024-25, 100% of our graduates completed A-G requirements. Students who were designated as seniors at the beginning of the school-year, 87.7% were CSU eligible and (56%) were UC eligible. Our Career and College Center will continue to work closely with each student to ensure they are on track to graduate, to meet A-G requirements, and have developed a post-secondary plan. When creating students' schedules each year, students with disabilities, English Learners, and socio-economically disadvantaged students are given priority enrollment in courses. Our Advanced Placement (AP) classes are "open enrollment," so that all students with an interest in the course have potential to enroll, provided they have met any prerequisite courses with at least a C or better. This year 38% of students were enrolled in AP classes. We currently have one CTE pathway, and have seen an increase in the number of CTE pathway completers in the past year; we are exploring adding additional CTE pathways for our students in the future. Measures/tools/: 2.12 "Students Have Access to a Broad Course of Study" (LCFF Priority 7A)" - Standard Met (2024-25)

Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.	All students continue to have access to standards-aligned core classes. Our upper school (high school) courses and graduation requirements are A-G aligned. Students' advisors, along with the college and career counseling team, work with our upper school students and families directly to ensure that they are on a track to complete all A-G requirements. Because our requirements are closely aligned with A-G Requirements, in 2023-24, 85% of cohort graduates are eligible for UC/ CSU entrance upon graduation. When creating students' schedules each year, students with disabilities, English Learners, and socio-economically disadvantaged students are given priority enrollment in courses. Our Advanced Placement (AP) classes are "open enrollment," so that all students with an interest in the course have potential to enroll, provided they have met any prerequisite courses with at least a C or better. Last year 42% of students passed their AP exams (scored a 3 or higher). We currently have one CTE pathway, and have seen an increase in the number of CTE pathway completers in the past year; we are exploring adding additional CTE pathways for our students in the future.
Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.	Only having capacity for one CTE teacher this academic year has made it challenging to expand our broad array of CTE courses and to have a visual and performing arts courses.
In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?	We continue our search to ensure highly qualified faculty and content experts are available to continue providing students with access to a broad course of study. Staff and student surveys were conducted to identify additional courses that staff are interested in and prepared to teach and courses that students are interested in taking. We will use this information to inform the creation of new courses for next year in the upper school, including ensuring that courses receive A-G and AP designation, where appropriate.

Click here for more information on Priority 7: Course Access.

Coversheet

2026-27 Bell Schedule and Instructional Minutes

Section:	VI. Action Items
Item:	A. 2026-27 Bell Schedule and Instructional Minutes
Purpose:	Vote
Submitted by:	
Related Material:	Pending Approval_MWA Bell Schedule_2026-27.pdf Pending Approval_MWA Instructional Minutes_2026-27.pdf

MWA Bell Schedule_2026-27_Pending Approval

Grades 5-6 Bell Schedule

Regular Bell Schedule

Monday/Wednesday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 1
10:30	10:40	10	Break
10:45	11:55	70	Period 2
11:55	12:30	35	Lunch
12:35	1:45	70	Period 3
1:50	3:00	70	Period 4

Tuesday/Thursday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 5
10:30	10:40	10	Break
10:45	11:55	70	Period 6
11:55	12:30	35	Lunch
12:35	1:45	70	Period 7
1:50	3:00	70	Period 8

Friday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Period 1
9:20	10:05	45	Period 2
10:10	10:55	45	Period 3
10:55	11:30	35	Lunch
11:35	12:20	45	Period 4
12:25	1:10	45	Period 5
1:15	2:00	45	Period 6

Community Building Schedule (by request)

Time Start	Time End	Minutes	Period
8:30	9:05	35	Period 1
9:10	9:45	35	Period 2
9:50	10:25	35	Period 3
10:25	10:55	30	Lunch
11:00	11:35	35	Period 4
11:40	12:15	35	Period 5
12:20	12:55	35	Period 6
1:00	2:00	60	Community Building

Board Approved: TBD

Grades 7-8 Bell Schedule

Regular Bell Schedule

Monday/Wednesday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 1
10:35	11:45	70	Period 2
11:45	11:55	10	Break
12:00	1:10	70	Period 3
1:10	1:45	35	Lunch
1:50	3:00	70	Period 4

Tuesday/Thursday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 5
10:35	11:45	70	Period 6
11:45	11:55	10	Break
12:00	1:10	70	Period 7
1:10	1:45	35	Lunch
1:50	3:00	70	Period 8

Friday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Period 1
9:20	10:05	45	Period 2
10:10	10:55	45	Period 3
11:00	11:45	45	Period 4
11:45	12:20	35	Lunch
12:25	1:10	45	Period 5
1:15	2:00	45	Period 6

Community Building Schedule (by request)

Time Start	Time End	Minutes	Period
8:30	9:05	35	Period 1
9:10	9:45	35	Period 2
9:50	10:25	35	Period 3
10:30	11:05	35	Period 4
11:05	11:35	30	Lunch
11:40	12:15	35	Period 5
12:20	12:55	35	Period 6
1:00	2:00	60	Community Building

Board Approved: TBD

Board Approval

MWA Bell Schedule_2026-27_Pending Approval

Grades 9-12 Bell Schedule

Regular Bell Schedule

Monday/Wednesday

Time Start	Time End	Minutes	Period
8:30	10:00	90	Period 1
10:10	10:45	35	Advisory
10:55	12:25	90	Period 2
12:25	1:05	40	Lunch
1:10	1:50	40	Study Hall
2:00	3:30	90	Period 3

Tuesday/Thursday

Time Start	Time End	Minutes	Period
8:30	10:00	90	Period 4
10:10	10:45	35	Advisory
10:55	12:25	90	Period 5
12:25	1:05	40	Lunch
1:10	1:50	40	Study Hall
2:00	3:30	90	Period 6

Friday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Period 1
9:25	10:10	45	Period 2
10:20	11:05	45	Period 3
11:05	11:35	30	Lunch
11:40	12:25	45	Period 4
12:35	1:20	45	Period 5
1:30	2:15	45	Period 6

Community Building Schedule (by request)

Time Start	Time End	Minutes	Period
8:30	9:05	35	Period 1
9:15	9:50	35	Period 2
10:00	10:35	35	Period 3
10:45	11:20	35	Period 4
11:20	11:50	30	Lunch
11:55	12:30	35	Period 5
12:40	1:15	35	Period 6
1:25	2:15	50	Community Building

Board Approved: TBD

V01 Instructional Minutes_All Grades_2026-27

Instructional Minute Calculations

Grades 5-6

Type of Day	Mon-Thu	Early Fri 5-day weeks	Early Dismissal 1:00 PM	Total Days	
# of Days	**144**	**32**	**9**	**185**	***Instructional Days***
Daily Minutes	345	300	240	**61,440**	***Instructional Minutes***
Total Minutes	**49,680**	**9,600**	**2,160**	54,000	***Required***
				7,440	***Over (Under)***
Times (Military):					
Start	8:30	8:30	8:30		
End	15:00	14:00	13:00		
Lunch	35	30	30		
Recess	0	0	0		
Other Breaks:					
Break 1	10				
Break 2	0	0	0		
Passing Period 0	0	0	0		

Grades 7-8

Type of Day	Mon-Thu	Early Fri 5-day weeks	Early Dismissal 1:00 PM	Total Days	
# of Days	**144**	**32**	**9**	**185**	***Instructional Days***
Daily Minutes	345	300	240	**61,440**	***Instructional Minutes***
Total Minutes	**49,680**	**9,600**	**2,160**	54,000	***Required***
				7,440	***Over (Under)***
Times (Military):					
Start	8:30	8:30	8:30		
End	15:00	14:00	13:00		
Lunch	35	30	30		
Recess	0	0	0		
Other Breaks:					
Break 1	10				
Break 2	0	0	0		
Passing Period 0	0	0	0		

Grades 9-12

Type of Day	Mon-Thu	Early Fri 5-day weeks	Early Dismissal 1:00 PM		
# of Days	**144**	**32**	**9**	**185**	***Instructional Days***
Daily Minutes	380	315	240	66,960	***Instructional Minutes***
Total Minutes	**54,720**	**10,080**	**2,160**	64,800	***Required***
				2,160	***Over (Under)***
Times (Military):					
Start	8:30	8:30	8:30		
End	15:30	14:15	13:00		
Lunch	40	30	30		
Recess	0	0	0		
Other Breaks:					
Break 1					
Break 2	0	0			
Passing Period 0	0	0			

V01 Instructional Minutes_All Grades_2026-27

		Early Friday	Early 1pm Dismissal	Total per month
	Mon-Thurs	Early Friday		
August	**14**	**4**		**18**
September	**17**	**3**		**20**
October	**17**	**4**		**21**
November	**10**	**3**		**13**
December	**9**	**2**	**3**	**14**
January	**14**	**4**		**18**
February	**12**	**3**		**15**
March	**17**	**3**		**20**
April	**14**	**3**		**17**
May	**15**	**4**		**19**
June	**4**	**1**	**3**	**8**
				183
Total Days	**143**	**34**	**6**	**183**

Instructional Minutes FAQ - CDE
In compliance w/ SB 291: recess must be 30 min total daily and **15 total on early release days
Increased Break to meet new legal requirement for recess allotment
**These breaks can be reduced if needed

Pending Approval

Coversheet

Curriculum Adoptions

Section: VI. Action Items
Item: B. Curriculum Adoptions
Purpose: Vote
Submitted by:
Related Material:
2026-27 AY Textbook and Digital Instructional Materials Tracking Sheet - MS_List of Curriculum 2026-27.pdf
2026-27 AY Textbook and Digital Instructional Materials Tracking Sheet - US_ List of Curriculum.pdf

Core Subject	Grade	Material Type	Publisher	Notes	Keep the Same	Proposed New Titles	Type	Publisher	Edition/Publication Date
English Language Arts	5	Online resource	Fishtank						
English Language Arts	5	Online resource	Houghton Mifflin Harcourt (HMH)						
English Language Arts	5	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	5	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	5	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	6	Online resource	CollegeBoard						
English Language Arts	6	Online resource	Houghton Mifflin Harcourt (HMH)						
English Language Arts	6	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	6	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	7	Online resource	CollegeBoard						
English Language Arts	7	Online resource	Houghton Mifflin Harcourt (HMH)						
English Language Arts	7	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	7	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	8	Online resource	CollegeBoard						
English Language Arts	8	Online resource	Houghton Mifflin Harcourt (HMH)						
English Language Arts	8	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
English Language Arts	8	Textbook/consumable	Houghton Mifflin Harcourt (HMH)						
History/Social Science	5	Textbook / Online Resource	National Geographic / Cengage	3 year plan, start 2025					
History/Social Science	6	Textbook / Online Resource	National Geographic / Cengage	3 year plan, start 2025					
History/Social Science	7	Textbook / Online Resource	National Geographic / Cengage	3 year plan, start 2025					
History/Social Science	8	Textbook / Online Resource	National Geographic / Cengage	3 year plan, start 2025					
Math	5	Online resource	Open Up						
Math	6	Online resource	Open Up Resources						
Math	7	Online resource	Open Up						
Math	8	Online resource	Open Up						
Science	5	Online resource	OpenSciEd						
Science	6	Online resource	OpenSciEd						
Science	7	Online resource	OpenSciEd						
Science	8	Online resource	OpenSciEd						

Subject	Course Name	Title	Type	Publisher	Edition / Publication Date	Keep the Same	Proposed New Titles	Type	Publisher	Edition/Publication Date		
English/Language Arts	English I	Springboard ELA CA Edition	Online Resource	CollegeBoard	2017	Yes						
English/Language Arts	English II	Springboard ELA CA Edition	Online Resource	CollegeBoard	2017	Yes						
English/Language Arts	English III	Springboard ELA CA Edition	Online Resource	CollegeBoard	2017	Yes						
English/Language Arts	AP English Language and Comp.	Springboard ELA CA Edition	Online Resource	CollegeBoard	2017	Yes						
English/Language Arts	Expository Reading and Writing	Expository Reading and Writing Curriculum	Online Resource	California State university	2024	Yes						
English/Language Arts	Designated ELD	English 3D Courses A-C (Total purchased reflects number for whole school)	Online Resource	Houghton Mifflin Harcourt (HMH)	2023	Yes						
Mathematics	Algebra I	Mathbook: Algebra I	Textbook / Consumable	Carnegie	2022	Yes						
Mathematics	Geometry I	Mathbook: Geometry	Textbook / Consumable	Carnegie	2022	Yes						
Mathematics	Algebra II	Mathbook: Algebra II	Textbook / Consumable	Carnegie	2022	Yes						
Mathematics	AP Pre-Calc	Math Medic	Online Resource	Math Medic	2024	New	Precalculus for AP	Text Book	Cengage	1st Edition	ISBN:979821410345	7
Mathematics	AP Stats	Intro. to Statistics & Data Analysis	Textbook / Consumable	Brooks Cole	5th Edition 2015	New	Math Medic	Online Resource	Math Medic			
Mathematics	AP Calculus AB					New	Calculus for AP	Text Book	Cengage	2nd Edition	ISBN:979821406656	1
History/Social Science	Ethnic Studies	Race and Ethnic Studies	Textbook / Consumable	Oak Meadow	2026	Yes						
History/Social Science	World History	Modern World History	Textbook / Consumable	Houghton Mifflin Harcourt (HMH)	2012	New	National Geographic World History Voyages of Exploration	Online Resource + Text Book	Cengage		979821416346	8
History/Social Science	US History	The Americans	Online Resource	Houghton Mifflin Harcourt (HMH)	2012	New	National Geographic U.S. History America Through the Lens	Online Resource + Text Book	Cengage		979821408907	2
History/Social Science	AP US History	The American Pageant (Cengage)	Textbook / Consumable	Cengage	2023	New	The American Pageant, AP® Edition	Online Resource + Text Book	Cengage		979821407121	
History/Social Science	US Government	Government Alive! Power, Politics, and You	Textbook / Consumable	Teachers' Curriculum Institute (TCI)	3rd/2020	New	National Geographic American Government	Online Resource + Text Book	Cengage		979821416315	
History/Social Science	AP US Government	Government Alive! Power, Politics, and You	Textbook / Consumable	Teachers' Curriculum Institute (TCI)		New	American Government: Institutions & Policies, AP® Edition	Online Resource + Text Book	Cengage		978133767819	
History/Social Science	Economics	Econ Alive! The Power to Choose	Textbook / Consumable	Teachers' Curriculum Institute (TCI)	2015	New	Contemporary Economics	Online Resource + Text Book	Cengage		979821439689	
History/Social Science	Psychology	N/A				New	Psychology: Themes and Variations	Online Resource + Text Book	Cengage		979821416324	
Science	Earth and Space Science	HMH Science: Earth & Space Science	Online Resource	Houghton Mifflin Harcourt (HMH)	2020							
Science	Biology	HMH Science Dimensions Biology	Online Resource	Houghton Mifflin Harcourt (HMH)	2020							
Science	Chemistry	HMH Science Dimensions Chemistry	Online Resource	Houghton Mifflin Harcourt (HMH)	2020							
Science	AP Chemistry	Chemistry: A Molecular Approach	Textbook / Consumable	SAVVAS	6th/2023							
Science	AP Computer Science Principles	Code.org	Online Resource	Code.org	2024							
Science	AP Computer Science Principles	CMU CS Code Academy	Online Resource	CMU CS Code Academy	2024							
Science	Astronomy	Horizons; Exploring the Universe	Textbook / Consumable	Cengage	14th							
Science	Introduction to Health Sciences	Simmers DHO for Healthcare Professions	Textbook / Consumable	Simmers DHO, Cengae	8th Edition							
Science	Advanced Patient Care	Simmers DHO for Healthcare Professions	Textbook / Consumable	Simmers DHO, Cengae	8th Edition							
Science	AP Enviromental Science	Environmental Science for the AP Course	Textbook / Consumable	W. H. Freeman	4th Edition 1/24/2023							
World Languages	Spanish			SAVVAS								
Health (if applicable)	Health and Wellness I	Positive Prevention Plus	Online Resource	Positive Prevention Plus	2021							
VAPA	Drama I	Drama Teacher Academy	Online Resource	Theaterfolk		Yes						
VaPA	Theater II	Drama Teacher Academy	Online Resource	Theaterfolk		Yes						
VAPA	Music Appreciation	Music Ace Maestro	Online Resource	Harmonic Vision		Yes	New music teacher beginning in the 26-27 AY/New curriculum may be needed					
VAPA	Orchestra					New	New music teacher beginning in the 26-27 AY/New curriculum may be needed					
VAPA	2D Art & Design	FLEX Curriculum	Online Resource	The Art of Education		New	New art courses being offered for the 26-27 AY/Searching for new Curriculum					
VAPA	3D Art & Design	FLEX Curriculum	Online Resource	The Art of Education		New	New art courses being offered for the 26-27 AY/Searching for new Curriculum					

Coversheet

Local Control Accountability Plan

Section: VI. Action Items
Item: D. Local Control Accountability Plan
Purpose: Vote
Submitted by: Bryann Fitzpatrick
Related Material:
2025-26 LCAP Executive Summary_Updated.pdf
ELAC Flyer (900 x 600 px).pdf
2026_Local_Control_and_Accountability_Plan_Making_Waves_Academy_6.15.26.pdf

BACKGROUND:

After comments in the public hearing and final LCAP engagement sessions, the changes to the Local Control and Accountability Plan have been documented in the LCAP Summary.

RECOMMENDATION:

Adopt the 2026-27 LCAP.

Executive Summary: 2026-27 LCAP

Updated after May 7, 2026 Public Hearing

What is the LCAP?

The **Local Control and Accountability Plan (LCAP) takes educational partner feedback and turns it into action, holding us accountable to our community**. It is a core part of how we report out on our financials, school-wide plans, and what happens as we implement those plans. Ultimately, it acts as an ongoing report that we can use to progressively improve our services and track our progress.

The most significant change this year is the structural realignment of our goals. While the LCAP is typically a three-year plan, we are utilizing our ability as a single-site charter to adopt a one-year plan for the final year of this state cycle. This allows us to immediately align our LCAP with our recent WASC accreditation goals and carry a unified framework into the new three-year cycle starting in 2027-28.

Our first three LCAP goals directly reflect our WASC action plan, while the final LCAP goal acts as an administrative goal to support state compliance requirements while keeping our WASC goals intact.

Financial Overview

For the 2026-27 school year, MWA projects total revenues of $26,404,461, with approximately $14.4 million (55%) generated from the Local Control Funding Formula (LCFF). Of our total projected expenditures, **$10,069,385** is specifically tied to the planned actions and services within this LCAP. 66% ($19,949,458) of MWA's budget came from federal funds, LCFF funds, and other state funds. 34% ($10,146,903) of MWA's budget came from public funds (philanthropic funds).

Overall Successes

- **Suspensions** dropped dramatically driven by Restorative Justice and "Other Means of Correction." **Special Populations Suspension Data::**
    - 0% Black/African American Students (down from 20% 24-25 SY)
    - 3% Students w/IEP (down from 14% 24-25 SY)
    - 3% Long Term English Learners (down from 18% 24-25 SY)
- Over 500 **instructional coaching sessions** led to ELA and Math goals being met, decreased failure rates among. The strongest changes are being made with 5th and 6th grade with many students progressing 2-3 grade levels.
- We broadened **post-secondary pathways** beyond traditional college prep by adding internships, work-based learning, and our first Trades and Apprenticeships Week.

Overall Challenges

- **Student perception of "school safety" dropped** alongside increased referrals for derogatory language, a harmful "joke culture," and concerning **reports of hate speech towards Black and African-American students.**
- Despite localized growth, **overall state assessments declined–** most notably for English Learners and Long-Term English Learners. Upper schoolers are entering with multi-year gaps, driving a need for credit recovery, while 9th-11th graders show visible disengagement from college/career communications.
- Rising social worker drop-ins highlight a growing **need for Tier 1 and 2 mental health interventions** for students school-wide.

Changes Made Since the Public Hearing

Budget Overview for Parents

- Added language for **philanthropic funds.**
    - “For the 2026-27 school year, 66% ($19,949,458) of MWA's budget came from federal funds, LCFF funds, and other state funds. 34% ($10,146,903) of MWA's budget came from public funds (philanthropic funds).”

Engaging Educational Partners

- Updated to include **ed partner engagement that happened during and after the public hearing**, including:
    - Added details to the LCAP Working Group engagement for May 19, 2026 meeting used to reflect on the Local Indicators. For more information on what was discussed in this meeting, please see the “Local Indicators” item in the June 15, 2026 board meeting. (pg 20)
    - Removed planned staff engagement in May 15, 2026 PD for Annual LCAP reflections. This will now take place in August. May 15 was used to discuss tiered interventions and reflect on implementations of LCAP Goal 3: Diversity, Equity, and Inclusion for the year as a whole. (Pg 20)
    - Added details to the LCAP Advisory Group engagement for the May 28, 2026 meeting used for annual reflections and discussion of what next year will look like. For more information on what was discussed in the meeting, please see the agenda for this meeting on the MWA website. (Pg 21)
    - Added details to the ELAC engagement from May 19, 2026. For more information on what was discussed in the meeting, please see the agenda for this meeting on the MWA website. (Pg 21)
    - Added details and meeting minutes from LCAP Public Hearing on May 7, 2026. For more information on what was discussed, please see the recording of the May 7, 2026 MWA Board Meeting on Board on Track– accessible through the MWA website. (Pg 23).

- After LCAP adoption, Page 24 will be updated with information from the June 15, 2026 board meeting with details and meeting minutes from the June 25, 2026 board meeting.
- Note added to **clarify where reflections from prior years begin.** (Pg 27)

Goal 1: Support for All Learners

- **Metric 1.19: Teacher Retention Rate** added. (Pg 43)
  - 2022-23: 68%
  - 2023-24: 59%
  - 2024-25: 81%
  - 2025-26: 95%
  - 3-Year Goal: 85%

Goal 2: College and Career Readiness

- **Metric 2.13: % of all students that have completed CTE pathway and are UC/CSU eligible** was updated with information from 2022-23. (Pg 68)
  - **Note:** See recording from May 7, 2026 board meeting for discussion and clarification on how CTE completion is tracked by the state.

Goal 3: Community Engagement and Climate

- **Description for Goal 3** updated to remove “Success-Audit” language.
  - “Build on our culture of safety by turning our best ideas into everyday practice and investing in proactive, "upstream" support that ensures every student feels seen, safe, and supported.” (Pg 79)
- Information on changes to **metric 3.17: Staff Experience and Engagement** added. (Pg 100)

Goal 4: Targeted Interventions

- **Metric 4.3: English Learners and Metric 4.4: Long-Term English Learners** updated with data from 2022-2025. (Pg 109)
  - **Note:** These metrics are based on the CA School Dashboard. Information for the number of LTELs was not displayed on the dashboard until 2023-24.

LCAP

Local Control Accountability Plan

Goal 1

Support for All Learners



Systemic Equity, Vertical Alignment, and Tier 1 Proficiency.

Goal 2

College and Career Readiness



Pathway Value, Rigor, and Documented Excellence

Goal 3

Community Engagement and Climate



Systemic Belonging, Safety as a Lever for Rigor, and Family Partnerships

Goal 4

Targeted Interventions



Compliance Integrity, Targeted Intervention, and Accountability for Critical Learner Groups

LCAP

Local Control Responsabilidad Plan

Objecto 1

Apoyo para todos los estudiantes



Equidad sistémica, alineación vertical y competencia de Nivel 1.

Objecto 2

Preparación para la universidad y la vida profesional



Valor de la trayectoria, rigor y excelencia documentada.

Objecto 3

Participación Comunitaria y Clima Escolar



Pertenencia sistémica, la seguridad como palanca para el rigor y asociaciones con las familias.

Objecto 4

Intervenciones Dirigidas



Intervención Dirigida y Rendición de Cuentas para Grupos de Estudiantes Prioritarios

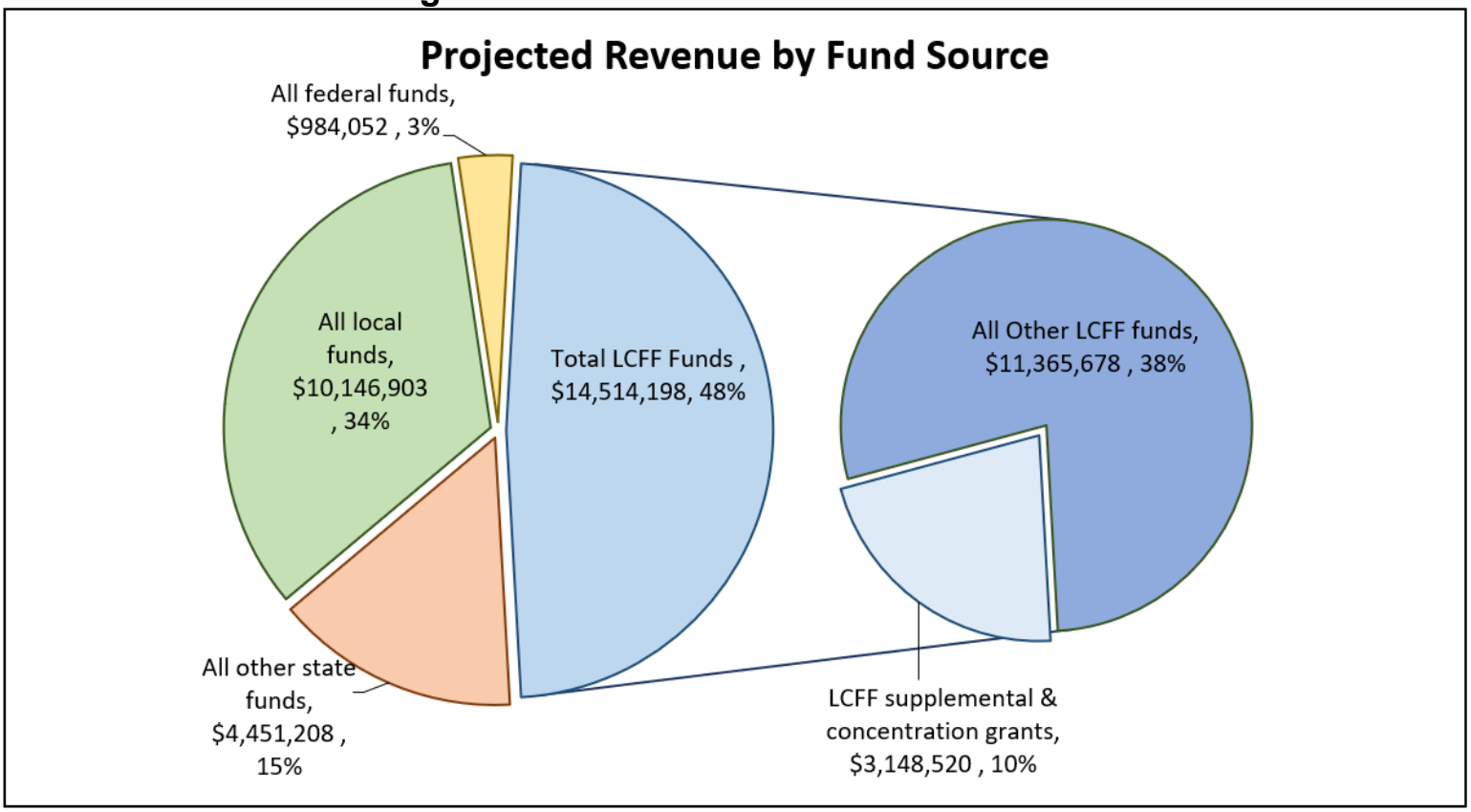
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LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Contra Costa County Office of Education
CDS Code: 07100740114470
School Year: 2026-27
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 2026-27 School Year



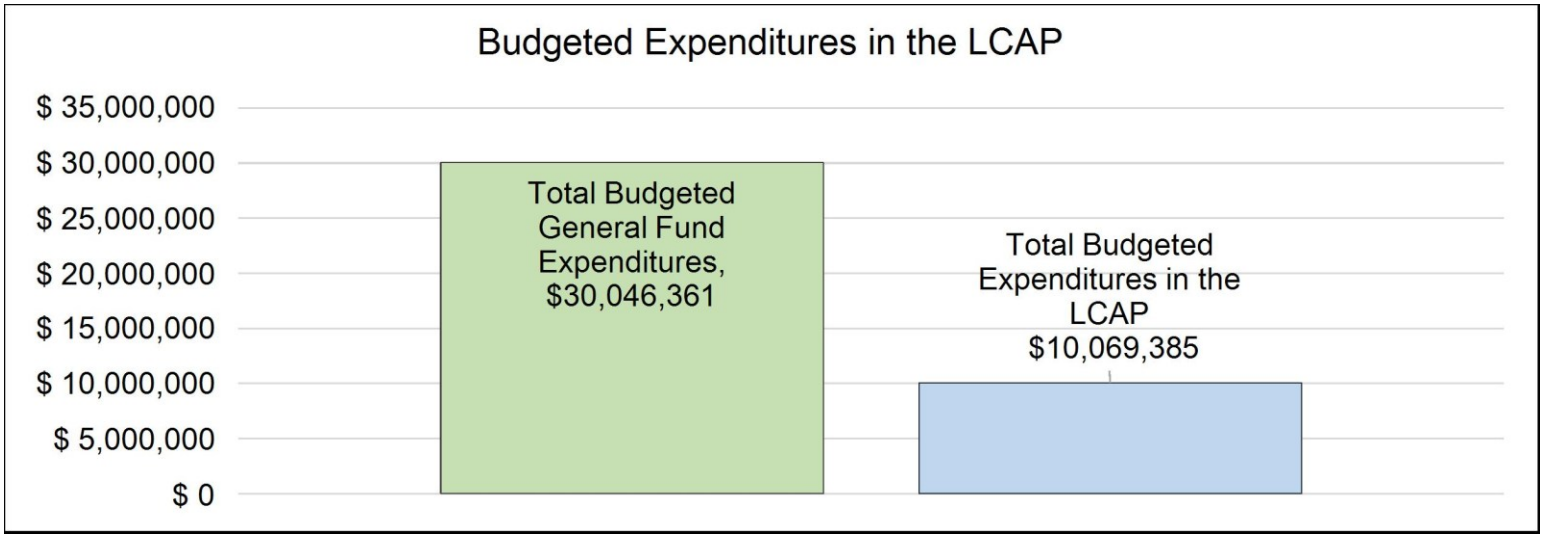
This chart shows the total general purpose revenue Contra Costa County Office of Education expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Contra Costa County Office of Education is $30,096,361, of which $14514198 is Local Control Funding Formula (LCFF), $4451208 is other state funds, $10146903 is local funds, and $984052 is federal funds. Of the $14514198 in LCFF Funds, $3148520 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

For the 2026-27 school year, 66% ($19,949,458) of MWA's budget came from federal funds, LCFF funds, and other state funds. 34% ($10,146,903) of MWA's budget came from public funds (philanthropic funds).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Contra Costa County Office of Education plans to spend for 2026-27. 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: Contra Costa County Office of Education plans to spend $30046361 for the 2026-27 school year. Of that amount, $$10,069,385.00 is tied to actions/services in the LCAP and $19,976,976 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

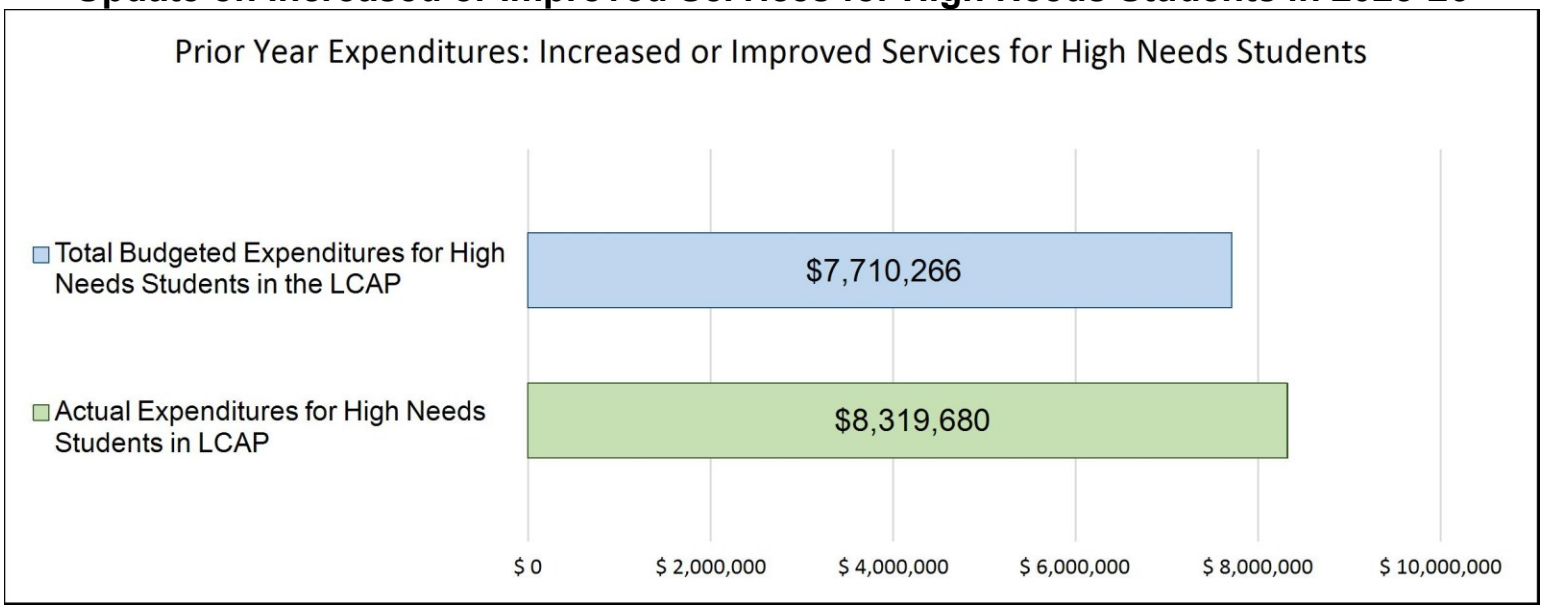
For the 2026-27 school year, 66% ($19,949,458) of MWA's budget came from federal funds, LCFF funds, and other state funds. 34% ($10,146,903) of MWA's budget came from public funds (philanthropic funds).

Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Contra Costa County Office of Education is projecting it will receive $3148520 based on the enrollment of foster youth, English learner, and low-income students. Contra Costa County Office of Education must describe how it intends to increase or improve services for high needs students in the LCAP. Contra Costa County Office of Education plans to spend $7,874,101.00 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 2025-26



This chart compares what Contra Costa County Office of Education budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Contra Costa County Office of Education 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 2025-26, Contra Costa County Office of Education's LCAP budgeted $$7,710,266.00 for planned actions to increase or improve services for high needs students. Contra Costa County Office of Education actually spent $$8,319,680 for actions to increase or improve services for high needs students in 2025-26.

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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
Contra Costa County Office of Education	Alton B. Nelson, Jr. Chief Executive Officer	anelson@mwacademy.org 510-262-1511

Plan Summary [2026-27]

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 and athletics
- Parent education opportunities
- Social-emotional education and support
- 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
- 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 2025-26 school year has been one of the strongest and smoothest starts in recent memory, defined by a sense of purpose, momentum, and joy across the campus. While some specialized roles like Upper School math and Special Education remained difficult to fill, strategic leadership changes and structural shifts led to a remarkable 24% increase in teacher retention, reducing overall vacancies from over 12 down to just two general education positions at the start of the year. The result of our focus on community culture, professional development, and internal systems has been improved performance in key indicators alongside a renewed vote of confidence from our community. Successes include a dramatic decline in overall suspensions—dropping to 1.30% compared to over 14% two years ago in the first semester—and a unanimous five-year charter renewal that reflects strong support from our authorizer and families. Challenges include remaining in Differentiated Assistance for Long-Term English Learner progress and the ongoing need for greater instructional consistency, particularly for newer teachers.

On the CA State Dashboard, we successfully exited Differentiated Assistance for all previous indicators but remain in the red for Long-Term English Learner Progress. Our efforts to improve English Learner achievement this year now include the EL Coordinator in the Differentiated Assistance process to pilot data-driven change actions. Suspension rates continue to decline significantly year-over-year, reflecting sustained progress in behavior supports; notably, African American students and Long-Term English Learners have maintained zero suspensions year-to-date (April, 2026). We also achieved a high student retention rate of 96.3% and saw a 5.1% increase in enrollment applications, the first such growth since 2019.

Through proactive measures such as restorative practices and the use of intervention for discretionary offenses, we are seeing meaningful improvements in school culture and student behavior. This year, we started the school year with a Director of Student Support Services, Director of Special Education and an English Learner Development Coordinator to provide the specialized leadership needed for these systems and populations. We continue to work on the creation of a comprehensive Multi-Tiered Systems of Support (MTSS) model and our most recent survey indicates that 93% of eligible staff are committed to returning next year, providing the stable foundation necessary to support our "Wave-Makers".

Instructionally, we have benefited from professional development systems that include coaching cycles, data-driven planning, and vertical alignment. While we are working to ensure consistent expectations across all classrooms, instructional practice is steadily improving through the use of curricular tools and common routines. We completed our WASC Self-Study process as of April 2026 and have introduced a draft Strategic Plan that bridges our ambitious 10-year vision with a concrete three-year strategy for academic excellence. We expect to have our accreditation renewed but will receive confirmation at the end of June 2026.

Our LCAP and WASC goals are now perfectly synced, focusing on Support for All Learners, College and Career Readiness, and Community Engagement and Culture. This alignment has allowed us to better document and track our progress in real time as we finalize our accreditation work and prepare for our next chapter.

Learning Recovery and Emergency Block Grant (LREBG)
At the beginning of the 2025-26 school year, MWA had $1,485,063 in unexpended LREBG funds. $1,002,985 was estimated for the 2025-26 school year budget, but only $710,000 was spent. MWA has $866,335 of unexpended Learning Recovery and Emergency Block Grant (LREBG) funds left for the period ending in June 30, 2027. Of these LREBG funds, $440,891 has been budgeted for the 2026-27 school year, and the remaining $425,444 has been budgeted for the 2027-28 school year. All actions funded by LREBG funds have been listed as non-contributing actions. For 2026-27, LREBG funds can be found in the following actions:

Goal 1: Support for All Learners

Actions:
1.1: Enhancing Instructional Capacity and Professional Growth ($43,608)
1.2: Strengthening Tier 1 Instruction and Differentiation ($58,413)
1.3: Enhancing Progress Monitoring and Data Analysis ($58,413)
1.4: Improve Academic Outcomes for Special Education Students ($58,413)
1.5: Enhancing the Learning Environment for English Learners Through Staff PD ($56,706)
1.6: Language Acquisition Program ($43,608)

1.7: Academic Support ($78,907)

Allowable uses of funds identified in EC Section 32526(c)(2):
(A) Taking any other evidence-based action that increases or stabilizes the amount of instructional time or services provided to pupils, or decreases or stabilizes staff-to-pupil ratios, based on pupil learning needs.
(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.
(B)(vi) Providing professional development and coaching on the English Language Arts/English Language Development Framework or Mathematics Framework.
(E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

Rationale:
(1.1 & 1.2) To ensure rigorous, standard-aligned instruction, funds support new teacher bootcamps, expanded instructional coaching across all content areas, and the purchase of research-based Social Sciences curriculum, aligning with allowable uses (B)(ii) and (B)(vi). Additionally, hiring TAs stabilizes staff-to-pupil ratios under use (A).
(1.3) Funds sustain our assessment cycles by supporting the personnel required to manage school-wide data and transition our interim assessment tools to IABs to get faster, actionable insights into student misconceptions, fulfilling allowable use (E).
(1.4) Expanding push-in services and individualized pull-out services during homeroom blocks directly supports SPED students with small-group learning under use (B)(i), a strategy that has already yielded an average growth of 1.5 grade levels in Math and English i-Ready scores.
(1.5 & 1.6) Funds cover targeted coaching for ELD teachers on curriculum orientation and ELPAC test prep under use (B)(vi). Furthermore, Teacher Assistants provide direct, small-group phonics and reading support to address reading deficits—accelerating English language and academic proficiency under uses (B)(i) and (B)(ii).
(1.7) Over 75% of ELs and SWD score in the bottom two achievement levels on state assessments. These gaps highlight the need for targeted academic interventions outside of core instructional time (like tutoring agencies and structured office hours) to address foundational skills and close equity gaps under use (B)(i).

Goal 2: College and Career Readiness
Actions:
2.1: Vertically Aligned Systems for Seamless College and Career Support ($28,765)
2.2: College and Career Pathway Scope and Sequence ($28,765)
2.3: Graduation Pathways ($28,765)
2.4: Postsecondary Readiness Pathways ($85,000)

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.
(D) Access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils' college eligibility.

Rationale:
(2.1 & 2.2) Funds support the alignment of SPED and student services by covering instructional coach and social worker salaries under use (C). This ensures strong meeting schedules, early college prep workshops in 11th-grade advisories, and expanded study trips for middle and high school students to improve college eligibility under use (D).
(2.3) An increase in students not meeting academic expectations by tenth grade requires heavily investing in credit recovery coursework under use (D) to ensure students stay on track for graduation.
(2.4) Black, Hispanic/Latino, EL, and SWD students face persistent achievement gaps and underrepresentation in rigorous academic programs. Expanding access to CTE pathways, apprenticeships, and university partnerships improves pupils' college eligibility under use (D) and promotes equity in high-demand fields.

Goal 3: Diversity, Equity, and Inclusion

Actions:
3.1: Student Support Services for Students that are Suspended ($166,693)
3.2: Integrated Family Engagement ($50,207)
3.3: SWD Suspension Rate Reduction ($56,207)
3.4: Increase in School Connectedness ($106,966)
3.6: 504 Coordination and Implementation ($63,549)
(Note: Action 3.5 is excluded from this list as its current LREBG expenditure is $0).

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, programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.

Rationale:
(3.1 & 3.3) Funding our Deans, Associate Deans, and Social Worker allows us to implement restorative justice and proactive parent meetings instead of relying on exclusionary discipline. This provides direct counseling and SEL support under use (C), successfully reducing schoolwide suspensions, particularly for students with disabilities.
(3.2) Funds support workshops and expanded outreach to help families understand student data and address students' emotional needs, aligning with referrals for support for family needs under use (C).
(3.4) Campus culture initiatives (like club fairs and sports) are essential for school connectedness and addressing social-emotional well-being under use. Deans will also be attending a restorative justice academy in July 2026 to help support further implementation of restorative practices and broadening MTSS initiatives. (C). These funds allow us to take informed action to address climate survey concerns, specifically supporting our Black and African American students.
(3.6) A robust system for managing 504 plans is necessary to ensure timely accommodations. Onboarding a Program Specialist and collaborating with outside clinicians ensures that students who require robust emotional and academic support receive health/mental health interventions effectively under use (C).

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Prior year reflections below

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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.

MWA has $1,634,172 of unexpended Learning Recovery and Emergency Block Grant (LREBG) funds for the period ending in June 30, 2027. Of these LREBG funds, $544,724 has been budgeted for the 2025-26 school year, $544,724 has been budgeted for the 2026-27 school year, and $544,724 has been budgeted for the 2027-28 school year. All actions funded by LREBG funds have been listed as non-contributing actions. For 2025-26, LREBG funds can be found in the following actions:

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 f 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 ($109,734)

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 ($248,978)
- 3.6: 504 Coordination and Implementation ($105,463)

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 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.

2024-2025 California Dashboard

Based on our 2024-2025 data on the California Dashboard, we were identified as needing Differentiated Assistance in the following categories:

Suspension Rate of Long-Term English Learners (LTELs): We are officially no longer in Differentiated Assistance for the suspensions of Students with Disabilities or African American students! As of late April, we have kept this number low, with a total of only six LTELs suspended.

English Learner Proficiency Indicator (ELPI): The plan to improve ELPI is twofold: strengthening instructional systems to better support language development, and increasing collaboration to ensure strong completion rates and consistent test preparation and accommodations.

To support the ELPI work, students were provided with explicit test preparation so they were familiar with ELPAC task types. The ELD Coordinator and ELD teachers collaborated to review and confirm designated supports to ensure test accessibility. Proctors were identified early and trained for consistent test administration. Completion was closely monitored through daily tracking to quickly identify and address gaps.

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Prior Year Reflections Below

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2023-24 California Dashboard

Following the release of the 2024 CA Dashboard, our areas of eligibility were updated. We successfully exited the Differentiated Assistance program for Academics for Students with Disabilities. However, based on our data at the time, we became eligible for Differentiated Assistance under two indicators for two student groups:

Chronic Absenteeism: Students with Disabilities and Black/African-American Students

Suspensions: Students with Disabilities and Black/African-American Students

As of April 2025, we observed promising 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 total number of suspensions is lower. This means that we are not suspending the same student multiple times. Additionally, the suspension and chronic absenteeism rates for Black/African American students are 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, when 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.

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2022-23 California Dashboard

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

Suspension Rates: Students with Disabilities (SWD) were suspended at a higher rate than general education students.

Academic Performance (ELA/Math): Students with Disabilities (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 actively addressed these gaps by taking the following steps:

Identified institutional strengths, weaknesses, and root causes in the named areas.

Conducted a deep dive into MWA's local and state data to pinpoint the root causes of the problem.

Conducted Empathy Interviews with a small group of students and faculty in Spring 2024 to validate and/or inform changes to the identified root causes.

Formulated and conducted small action plans to test our theories on the root causes.

Formulated, implemented, and assessed strategic 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
WASC	This year MWA engaged in our WASC self-study process. The process began in February 2023, with the WASC visit being in April 2026. The findings from this extensive needs analysis and self-study informed the creation of our new WASC and LCAP goals. We have chosen to directly align our goals between both action plans to ensure that we are providing intentional, direct, comprehensive, and aligned supports for students. Findings in this study required engagement with students, faculty, staff, parents, guardians, and whole community input. Further details on specific engagement are listed below. As the WASC pilot emphasizes engaging with educational partners in regularly scheduled groups, not all engagement opportunities can be listed. This list serves as a highlight for some of our largest and most impactful engagement efforts. However, regular engagement via discussions, surveys, direct sampling/spot testing, and data dives were occurring throughout the entire process and helped inform the action plan that is now reflected here in the new LCAP goals 1-3 (Goal 4 i dedicated to fulfilling compliance requirements that are not explicitly covered in the created WASC actions and may vary year-by-year due to information on the state dashboard).
Students	LCAP AG 3 Student members participated in the LCAP Advisory Group. Before each meeting, students reviewed LCAP slides and created questions

Educational Partner(s)	Process for Engagement
	to begin the meeting with. Students were required to attend a minimum of 3 meetings each. ASB The student government met with school leadership multiple times during the year to share their input and insight on school initiatives. The upper school ASB presented at every MWA board meeting, and the middle school ASB presented at the January and May board meetings where they shared successes, challenges, priorities, and engage in active discussion with the board to ensure that student voice was being centered in school-wide decisions towards our LCAP goals. US ASB engaged in exploring the climate survey data along with the data team to help provide insights on student responses. Both MS and US ASB met with our WASC visiting committee to discuss their experiences at MWA. Student Board Member The first ever MWA student was appointed as a board member created an event called "Waves Connect" that connected school alumni with current juniors and seniors, strengthening the connection between community members, supports all students to develop networking skills, and builds a broader understanding of opportunities post-graduation. WASC Thorough the year, students were engaged in WASC discussions relating to curriculum, learning, school culture, systems of support, college and career readiness, and more. These discussions happened in club meetings, advisory's, homerooms, study halls, and more. Students were also given several surveys to gather written responses to prompts.
Faculty and Staff	July 31, 2025: August PD - LCAP Introduction Faculty and staff were introduced (or reintroduced) to LCAP goals, actions, and metrics. Process, feedback, and engagement opportunities were discussed and expectations for LCAP implementation and check-in's were established along with preparation for the WASC process.

Educational Partner(s)	Process for Engagement
	Sept 12, 2025: LCAP Actions and Data Questions surrounding curriculum and instruction were posed to all faculty to gain insight on our approach to LCAP actions this year, and engage in the self-study process for WASC that re-defined our LCAP goals. WASC Thorough the year, faculty and staff were engaged in WASC discussions relating to vision, leadership, resources, professional learning, curriculum, teaching and learning, assessment, school culture, student support, and more. These discussions happened in grade-level meetings, content meetings, vertical alignment meetings, all-staff PDs, and more. Faculty and staff were also given several surveys to gather written responses to prompts. Many faculty and staff members were also key in leading discussions and creating questions to gain insight that was used to develop our goals.
LCAP Working Group Goal 1: Middle School Director Chief Executive Officer People Operations Systems and Compliance Administrator ELD Coordinator Instructional Coach Instructional Coach Instructional ELA Coach Instructional Math Coach Director of SPED Extended Day & Enrichment Coordinator Director of Data and Accountability Goal 2: Director of College & Career Counseling Associate Director of College & Career Counseling Associate Director of Career Development and Internship Associate Director of Academic Advising	Sept 2, 2025: LCAP Recalibration Discussing what the LCAP WG is for, establishing meeting times, data collection expectations, and WASC/LCAP Interactions with LCAP goal owners. Sept 4, 2025: LCAP Intro Introducing and reintroducing the LCAP to the working group. This included an in-depth analysis of our LCAP goals and actions, reviewing what data we have and what we're collecting, and defining responsibilities for who is implementing what actions and how they'll be reflecting on their progress. Oct 30, 2025: Data Dive The working group analyzed metrics over multiple years, discussed implications and ways to use the data to inform how actions are implemented, what changes to actions we wanted to change for the WASC report, and how to communicate all of this information in the upcoming advisory group. Nov 21, 2025: LCAP Actions

Educational Partner(s)	Process for Engagement
Director of Data and Accountability Director of SPED Goal 3: Director of Student Support Services Associate Dean Dean of Students Dean of Students Dean of Students Dean of Students Social Worker MS Student Activities Coordinator US Student Activities Coordinator Attendance Specialist Attendance Specialist Director of SPED Director of Data and Accountability Misc. Director of Data and Accountability Chief Executive Officer Controller Compliance Manager School Data Specialist Parent Organizer Project Manager	The working group took time to reflect on the implementation of actions so far in the school year, including: • Overall implementation, including any differences in planned actions and actual implementation. "Did we do it?" • Successes • Challenges • How challenges will be addressed • Effectiveness "Did it move outcomes?" • A description of the effectiveness or ineffectiveness in making progress toward the goal. "What outcomes/metrics did it move?" • How feedback has been incorporated "How did students/parents/guardians/teachers influence implementation?" • Links to evidence/resources Jan 12, 2026: Mid-Year Update Working group reflected on work from the fall semester, decided how to approach actions for the spring semester, and decided what actions they would like to see in the WASC action plan. Final edits were made for the Mid-Year Update. Feb 4, 2026: Expenditures Working group determined what resources contribute towards implementing each action annually. This includes personnel, tech, curriculum, student supports, and other materials. May 19, 2026: Local Indicators Working group reflected on state priorities aligned with each goal using the state provided self-reflection tools. Results of this self-reflection will be presented in the June 15, 2026 regular board meeting.
LCAP Advisory Group Parents/Guardians Parents of students with disabilities Students	Sep 25, 2025 at 6:30 pm: Introduction 15 total attendees. 7 staff + 2 students + 6 parents/guardians (2 representatives from each goal were present) Advisory group was introduced, or reintroduced, to the LCAP goals, actions, metrics, and expenditures. Expectations for the year were

Educational Partner(s)	Process for Engagement
	set, introductions to student members were made, and commitment forms were shared. The meeting began with students asking questions. Nov 13, 2025 at 6:30 pm: Data Sharing 16 total attendees 7 staff + 3 students + 6 parents/guardians (There was a PLT meeting at the same time) At the advisory group's request, this meeting focused on data. Metrics relating to each LCAP goal were reviewed and discussed. The meeting began with students asking questions. Feb 12, 2026 at 6:30 pm: Mid-Year Update 10 total attendees 7 staff + 2 students + 1 parent/guardian The mid-year update, previously shared at the Jan 26, 2026 board meeting, was presented and discussed in a format that allowed open questions and discussion. May 28, 2026 at 6:30pm: Annual Update 11 total attendees 7 staff + 4 parent/guardian MWA staff shared end-of year reflections and the group discussed changes to the LCAP actions for next year based on the WASC self-study. Changes to the structure/approach for the 2026-27 LCAP Advisory Group were discussed as well. Next year the LCAP AG will host 3 in-person sessions, each focused entirely on a single LCAP goal. There will be a joint LCPA ELAC meeting focused on Goal 4.
ELAC Parents/Guardians Parents of English Learners	May 19, 2026 at 6:00pm ELAC group explored what the LCAP is, recieved handouts with a quick into to each of the goals, and reviewed how the ELAC has a heavy influence on Goal 4: Targeted Interventions, specifically with actions 4.1: Language Acquisition Program (ELs), 4.2: Language Acquisition Program (LTELs), 4.3: Academic Support (LTELs), 4.4: Student Support Services for Suspended Students (LTELs).
School Board and General Public Board Member from Making Waves Education Foundation	Sept 8, 2025: Teaching & Learning Centered LCAP Goal 1: Support for All Learners and Goal 2: College and Career Readiness

Educational Partner(s)	Process for Engagement
Parent Board Member Former Parent Board Member Alum Student Board Member For more information on board meetings, agendas, and minutes, please visit https://app2.boardontrack.com/public/XR54pr/home	Oct 20, 2025: Critical Learners Centered LCAP Goal 1: Support for All Learners and Goal 3: Diversity, Equity, and Inclusion Dec 15, 2025: Data and Assessment & Math Progress Centered LCAP Goal 1: Support for All Learners Jan 26, 2026: Strategic Planning & Math Progress Centered LCAP Goal 1: Support for All Learners and Goal 2: College and Career Readiness Priority 1: Teacher Annual Monitoring Outcomes(TAMO) Presentation Report detailing 2023-24 TAMO results was presented to the board and to the public. Report discussed comparative views including a Statewide View (MWA, CCCOE, Contra Costa, Statewide), MWA Multiple Years (2023-24, 2022-23, 2021-22, 2020-21), and MWA by Subject (Art, Business, CTE, Computer Education, ELA, World Languages, History/Social Science, Math, Music, Other, Physical Education, Science). The board discussed scheduling for next year's meetings, received a copy of The Brown Act, and received an update from the student representative on selecting next year's student board member. Board member Serrano also shared progress on an alumni engagement project and observed that rising students are enthusiastic about AP courses. Board member Romero noted that discussions regarding the culture and climate committee and student/staff surveys were underway. Mid-Year Update 2025-26 LCAP Mid-Year Update Report was presented to the board and to the public. This included: • Mid-year Budget Overview for Parents reviewing LCFF General Fund, LCFF Supplemental & Concentration Grants, Total LCFF Funds, LREBG Funds, All Other State Funds, All Local Funds, All Federal Funds, Total Projected Revenue, and Total Budgeted General Funds Expenditures. LCAP Expenditures were also broken down by LCAP goal.

Educational Partner(s)	Process for Engagement
	• Goal Action Implementation and Expenditure Updates reviewing actions by Implementation Level (Not Effective, Partially Effective, Effective), detailed Progress to Goals, How Feedback was Incorporated, Total Funds Budgeted, and Mid-Year Expenditures. • Goal Metric Outcome Updates that included a significant shift in how LCAP metrics are recorded, presented, and analyzed. At the Board's request, the data was restructured so that each column reflects all metrics for a single school year, allowing for clearer longitudinal analysis. Metrics continued to be disaggregated by student subgroups (Overall, SWD, EL, Foster Youth, Socioeconomically Disadvantaged). Discussion focused on alignment with the strategic plan, student outcomes, and equity for high-need groups. Board members appreciated the updated metrics and integration of the LCAP with the WASC goals and strategic plan, noted areas needing more attention and suggested additional focus on English learners, students with disabilities, and multilingual recognition. They also acknowledging the limitations of mid-year data and shared ideas for alternative 3-year goals for LCAP metrics. March 9, 2026: SEL & Student Support Centered LCAP Goal 3: Diversity, Equity, and Inclusion May 7, 2026: Student Academic Outcomes Centered LCAP Goal 1: Support for All Learners Public Hearing In the public hearing for the LCAP, the board provided feedback on improving clarity, such as noting philanthropic funds in the budget overview and using plainer language for terms like "success audits." They also flagged issues with tracking teacher retention and satisfaction metrics and a scheduling conflict affecting sophomore CTE capstone credits. Finally, the Board requested that the final summary explicitly highlight the specific student subgroups facing challenging outcomes. June 15, 2026: College and Career

Educational Partner(s)	Process for Engagement
	Centered LCAP Goal 2: College and Career Readiness Vote to Approve*** [Will be completed after vote to approve] Local Indicators [Will be completed after vote to approve]
MWA Board CIRAC/WASC Committee	October 15, 2025: Fall Meeting Progress with WASC engagement and self-study findings were shared. Feedback loops were discussed along with evidence collection practices, work on data analysis, and progress to goals set in the last WASC cycle. These findings directly impacted the creation of WASC/LCAP goals. April 3, 2026: Spring Meeting Final report and action plan were shared, along with the schedule and plans for engagement during the WASC visit. These impacted/created the new WASC/LCAP goals.
SELPA	April 22, 2026: SELPA Consultation Representatives from each goal group in the LCAP WG met with a representative from SELPA to discuss how LCAP actions were implemented this year and shared our WASC goals and actions for next year.

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

2025-26

MWA went through our WASC self-study process this year where we conducted an intensive self-study where we engaged our students, teachers, families, staff, and wider community about the best ways we can best support our students. Our subsequent WASC action plan is now mirrored in MWA's new LCAP. Goals 1-3 are direct mirrors to the WASC report and Goal 4 is heavily influenced by the ELAC group. For more information on education partner feedback and its influence on our new WASC/LCAP goals, please go read MWA's 2026-2033 WASC report.

When preparing for the mid-year and the annual update, the LCAP Working Group is asked to reflect on how education partners worked together on each action. Here is what they have to share from the 2025-26 school year:

Action 1.1: Enhancing Instructional Capacity and Professional Growth
Education partner feedback is intentionally embedded into professional development planning. Teacher input from surveys, coaching conversations, and vertical alignment meetings (Grades 5–12) directly informs Friday PD sessions. In response to teacher requests for increased coaching and parent desires for improved student grades, the school has focused on engaging instruction that prepares students for college.

Action 1.2: Strengthening Tier 1 Instruction and Differentiation
Feedback from biannual teacher surveys indicated a clear understanding of the coaching vision but revealed a need to shift focus from classroom management to instructional rigor. To address feedback regarding coaching consistency, the school is adjusting assignments and frequency for the 2026-27 year. Additionally, the school has refined lesson planning expectations and moved toward a standards-driven curriculum to ensure coherence across all subjects.

Action 1.3: Enhancing Progress Monitoring and Data Analysis
Feedback from the Assessment Working Group and staff surveys led to the launch of the Tableau data hub and improved protocols for assessment turnaround. To address the learning curve associated with i-Ready and ICAs, the school provided targeted PD on data literacy. Furthermore, stakeholder input directly influenced the decision to implement AI hand-scoring and transition from ICAs to IABs next year to reduce the grading burden on staff.

Action 1.4: Improve Academic Outcomes for Special Education Students
Through department meetings and coaching sessions, the SPED team incorporated feedback to refine pull-out services and implement targeted interventions in Middle School. In response to the need for consistent support, a dedicated agenda was created for the Upper School SAI block. The team also transitioned the Middle School schedule to a full-inclusion push-in model based on internal feedback and compliance reviews.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD
Feedback from ELD teachers, gathered through fall experience surveys, resulted in professional development that is more closely aligned with their daily instructional responsibilities. These insights shaped the focus of PD sessions and administrative check-ins to ensure they meet the specific needs of the ELD classroom environment.

Action 1.6: Language Acquisition Program
Upper School ELD teachers identified a need for greater curriculum rigor. In response, the school introduced supplemental materials, including writing intervention practice, ELPAC test prep, and targeted literacy support through IXL. These adjustments specifically address challenges expressed by 10th–12th grade teachers regarding the use of English 3D.

Action 1.7: Academic Support
The school restructured the Instructional Aide Comprehensive Student Data Tracker to provide the real-time monitoring requested by educators. Parent feedback from surveys and conferences has also been utilized to improve how academic expectations are communicated. Future feedback will be gathered through new digital tools and focus groups to identify remaining academic gaps and refine the impact of support teams.

Metric 1.19: Teacher Retention
MWA's board advocated for a teacher retention metric after findings in the WASC self-study and in response to trends that they see from a high level.

Action 2.1: Vertically Aligned Systems for Seamless College and Career Support
Internal feedback highlighted that student well-being is best supported through seamless inter-departmental communication. Departments have expressed the need for stronger vertical alignment to ensure that critical student data is shared effectively, acknowledging that college and career readiness requires a connected approach across all staff teams.

Action 2.2: College and Career Pathway Scope and Sequence
Staff feedback regarding desired course representation has been used to structure the master schedule and ensure alignment with UCOP requirements. The school continues to incorporate ongoing feedback through LCAP "loops" and WASC working groups to refine pathway offerings.

Action 2.3: Graduation Pathways
Real-time feedback from parents and students during graduation meetings has informed how information is disseminated. Student and staff surveys have further driven the approach to ensure the graduation pathway process is student-centered and addresses the specific components requested by families.

Action 2.4: Postsecondary Readiness Pathways
Post-pilot surveys from students and staff involved in the 8th and 11th-grade trials influenced adjustments for next year, specifically the need for "turnkey" curriculum and content. In response to this feedback, the school will extend the pilot duration to allow for deeper engagement and provide recurring touchpoints to support staff in internalizing the content.

Action 3.1: Student Support Services for Students that are Suspended
The Student Support Services Department (SSSD) utilizes weekly data reviews and feedback from families and staff to plan interventions. This process has led to improved communication with parents, specifically providing updates on student progress once an Other Means of Correction (OMC) is completed.

Action 3.2: Integrated Family Engagement
Direct input from parents during ELAC meetings has shaped the engagement agenda. In response to specific requests for support in mathematics and social-emotional health, the school coordinated with instructional coaches and the SSSD to develop presentations on helping students with math and behavioral support at home.

Action 3.3: SWD Suspension Rate Reduction
Positive verbal feedback from staff and families regarding the implementation of restorative projects over traditional suspensions has reinforced this approach. Partners noted that these projects allow students to remain in school for instruction while gaining a perspective on how to restore harm.

Action 3.4: Increase in School Connectedness
The school utilized Student Culture and Climate Survey results to drive staff professional development in March. Based on feedback from these sessions and increased student participation in activities, the school held "Strong Start" PD sessions to build staff capacity in fostering healthy campus relationships.

Action 3.5: SEL Support
Feedback gathered through WASC and LCAP stakeholder groups led to increased collaboration between the counseling team and deans. This includes the implementation of risk assessment protocols and the sharing of existing resources to better support students in crisis.

Action 3.6: 504 Coordination and Implementation
In response to teacher feedback regarding student dysregulation, the team is creating a system to support classroom observations and escalation management. Communication has been streamlined to ensure general education teachers receive updated 504 plans and accommodation guidance immediately following meetings.

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Prior Year Reflections Below

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2024-25

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 out 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
Following the Public Hearing at the May 5th MWA Board Meeting, several targeted updates were made to the LCAP to reflect educational partner feedback, align with best practices, and ensure clarity and consistency across the document. Key changes include:

1. Updates to Actions:
- Action 1.1 now includes updated reflections to better capture the impact and challenges of implementation.
- Action 3.5 was revised to:
- Expand from a pilot to a school-wide initiative across all grade levels.
- Remove references to a specific curriculum to allow for flexibility based on student needs.
- Include a broader description of the research base supporting the action.

2. New and Clarified Information:
- A new section was added to relevant actions outlining how challenges are being addressed, in alignment with updated LCAP requirements.
- Additional details were provided for actions funded by Learning Recovery Emergency Block Grant (LREBG).

3. Financial and Funding Clarifications:
- Expenditures that utilize LREBG funds have been adjusted to account for funding across the next 3 years.
- LREBG-funded actions were updated to be non-contributing.

4. Metric Revisions:
- Metric decimal points were standardized to tenths for consistency across the plan.
- Metrics 1.7, 1.17, and 2.11 were updated to reflect current data.
- Metrics 3.1, 3.2, and 3.3 were updated as of the end of May. Year-end numbers will be updated before final submission.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Support for All Learners Strategic Focus: Systemic Equity, Vertical Alignment, and Tier 1 Proficiency The Goal: Close the achievement gap for all students—especially English Learners and Students with Disabilities—by standardizing our best teaching methods and aligning them across all grade levels. -- This goal has been updated to reflect MWA's new WASC goals after the conclusion of our self-study and related needs assessment. For all information on the goal before it was changed, please see the description of changes below in the Goal Analysis section.	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.

This goal was developed through MWA’s WASC self-study process and ongoing LCAP reflection cycle.

Student achievement data shows increases in ELA proficiency from 39% to 47% and Math proficiency from 14% to 27% from 2019-2025. Gains for Hispanic/Latino and Socioeconomically Disadvantaged students further validate that core instructional strategies are having a positive impact. However, this same data highlights a clear and urgent need for action: Students with Disabilities (13% ELA, 4% Math proficiency) and English Learners (15% ELA proficiency) continue to perform significantly below their peers, and progress for Long-Term English Learners remains an area of identified need through Differentiated Assistance (See action 4.2 and 4.4 for more on DA). These trends were consistently reinforced through both quantitative analysis and qualitative feedback gathered during the WASC and LCAP engagement processes.

Enrollment and demographic trends further informed the development of this goal. As MWA has intentionally reduced enrollment to strengthen internal systems, the school has seen improved stability and the opportunity to refine instructional practices. At the same time, a decline in English Learner enrollment (31% to 23%) and a continued student population that is predominantly Hispanic/Latino (approximately 85%) underscore the importance of ensuring that instructional systems are intentionally designed to meet the needs of the students served. These trends point to the need for both strong Tier 1 instruction and targeted supports that are responsive to evolving student demographics.

The WASC self-study also found that while MWA has begun implementing key systems such as a Multi-Tiered System of Supports (MTSS), instructional coaching, and vertical alignment school-wide, these efforts are still in early stages and not yet consistently implemented across all classrooms. Analysis of professional development, curriculum implementation, and assessment practices showed that while there are strong structures in place—such as PLCs, data-driven instruction, and standards-aligned curriculum—there is a need to deepen instructional coherence, strengthen Tier 1 practices, and ensure consistent access to rigorous, grade-level content for all students.

In response, this goal prioritizes systemic equity, vertical alignment, and Tier 1 proficiency by focusing on strengthening core instruction, building educator capacity, and improving outcomes for critical learner groups. By aligning WASC and LCAP into a unified improvement strategy, MWA is moving from isolated areas of success to a fully aligned system where all students experience consistent, high-quality instruction and support across classrooms and grade levels, ensuring they are prepared for success in the next stage of their academic journey.

These metrics provide a comprehensive system for monitoring both the implementation and impact of Goal 1 by tracking conditions of learning, instructional quality, and student outcomes. Foundational indicators such as teacher credentialing and assignments, instructional materials, facilities (FIT), and standards implementation ensure that all students have access to high-quality, standards-aligned learning environments, directly supporting strong Tier 1 instruction. Metrics related to professional development participation, ELD PLC engagement, and coaching cycles allow the school to monitor the consistency and depth of instructional improvement efforts, ensuring that staff are building the capacity needed to meet the needs of all learners. At the student level, reclassification rates, ELPI progress, CAASPP scores, and GPA data across content areas provide both achievement and growth measures, enabling the school to track progress toward closing opportunity gaps for English Learners and Students with Disabilities. When analyzed together through regular data cycles, these metrics allow MWA to identify trends, evaluate the effectiveness of specific actions, and make timely adjustments, ensuring that this goal remains responsive, data-driven, and focused on improving outcomes for all students.

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Starting Fall 2026 the explanation of why MWA has developed this goal has changed to align with MWA's new WASC goals. To see the explanation of why MWA created the prior Goal 1: Support for All Learners, please see the description of changes below in the Goal Analysis section.

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)	58.3% (2022-23)	50.8% (2023-24)	55.2% (2024-25)	75%	- 3.1%
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	Instructional Materials requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	N/A
1.3	Facilities FIT inspection (LCFF Priority 1C)	Middle School: 95.81% (“Good”) Upper School: 95.97% (“Good”) (Aug 2022)	MS: 95.8% (“Good”) US: 96.0% (“Good”) (Aug 2023)	MS: 99.7% (“Exemplary") US: 99.2% (“Exemplary") (Aug 2024) -- Middle School: 100% ("Exemplary")	MS: 97% (“Good”) US: 97% (“Good”)	Moved from "Good" to "Exemplary"

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				Upper School: 99.86% ("Exemplary") (Aug 2025)		
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	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	55% (2022-23)	91% (2023-24)	74% (2024-25)	95%	+ 19%
1.6	ELD PLC Attendance training and progress monitoring (LCFF Priority 7B)	Metric created Spring 2024	ELD PLC Attendance: 75% School-wide PD sessions on vocabulary strategies (2023-24)	ELD PLC Attendance: 85% (2024-25) -- ELD PLC Attendance: 100% (2025-26)	ELD PLC Attendance: 85%	+ 10%
1.7	EL Reclassification Rate (LCFF Priority 4F)	Total ELs: 339 Reclassified: 50 Percent: 14.7% (2022-23)	Total ELs: 288 Reclassified: 63 Percent: 21.9% (2023-24)	Total ELs: 267 Reclassified: 33 Percent: 12.4% (2024-25)	30%	- 2.3%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.8	ELPI Percent of EL students making progress via ELPI measure (LCFF Priority 4E)	59.7% (2022-23)	ELs: 56.6% LTELs: 58.2% (2023-24)	ELs: 51.6% LTELs: 50.6% (2024-25)	65%	- 8.1%
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: 47.0% SWD: 15.8% ELs: 10.3% Socio economically disadvantaged: 36.8% 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 (2023-24)	CAASPP Overall: 47.23% SWD: 13.33% English Learners: 15.34% Socio economically disadvantaged: 47.83% Source: https://caaspp-elpac.ets.org/caaspp/ GPA - MS Overall: 2.89 SWD: 2.76 English Learners: 2.71 Socio economically disadvantaged: 2.87 GPA - US Overall: 2.9 SWD: 2.36 English Learners: 2.5 Socio	Schoolwide CAASPP 65% Meeting / Exceeding Standard GPA MS: 3.0 US: 3.0	CAASPP Overall: + 3.23% GPA - MS Overall: + 0.09 GPA - US Overall: + 0.56

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				economically disadvantaged: 2.89 (2024-25)		
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: 35.5% SWD:13.0% ELs: 10.3% Socio economically disadvantaged: 25.0% 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)	CAASPP Overall: 27.39% SWD: 8.89% English Learners: 7.41% Socio economically disadvantaged: 27.41% Source: https://caaspp-elpac.ets.org/caaspp/ GPA - MS Overall: 2.77 SWD: 2.61 English Learners: 2.52 Socio economically disadvantaged: 2.76 GPA - US Overall: 2.77 SWD: 2.65 English Learners: 2.39 Socio economically disadvantaged:	Schoolwide CAASPP 45% Meeting / Exceeding Standard GPA MS: 3.0 US: 3.0	CAASPP Overall: + 6.39% GPA - MS Overall: + 0.03 GPA - US Overall: + 0.30

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				2.75 (2024-25)		
1.11	CAST Scores: Science Science GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAST 21.0% Meeting / Exceeding Standard (2022-23) GPA MS: 2.93 US: 2.51 (2022-23)	CAST Overall: 30.7% SWD: 9% ELs: 2.4% Socio economically disadvantaged: 20.7% 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)	CAST Overall: 32.88% SWD: 3.70% English Learners: 8.25% Socio economically disadvantaged: 33.12% Source: https://caaspp-elpac.ets.org/caaspp/ GPA - MS Overall: 2.81 SWD: 2.68 English Learners: 2.68 Socio economically disadvantaged: 2.77 GPA - US Overall: 3.0 SWD: 2.64 English Learners: 2.66 Socio economically disadvantaged: 2.98	Schoolwide CAST 45% Meeting / Exceeding Standard GPA MS: 3.5 US: 3.0	CAST Overall: + 12.88% GPA - MS Overall: - 0.12 GPA - US Overall: + 0.49

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				(2024-25)		
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)	GPA - MS Overall: 3.02 SWD: 3.1 English Learners: 2.73 Socio economically disadvantaged: 3.01 GPA - US Overall: 3.02 SWD: 2.9 English Learners: 2.63 Socio economically disadvantaged: 2.98 (2024-25)	MS: 3.5 US: 3.5	GPA - MS Overall: - 0.38 GPA - US Overall: - 0.08
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)	GPA - MS Not Applicable GPA - US Overall: 3.12 SWD: 3.03 English Learners: 2.99 Socio economically disadvantaged: 3.16 (2024-25)	3.5	GPA - US Overall: N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
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 Socio economically disadvantaged: 3.29 (2023-24)	PFT 24-25 Participation Rate: 5th - 95%, 7th - 98%, 11th - 95% 5th, 7th, 9th and all required grades have participated. GPA - MS Overall: 3.51 SWD: 3.09 English Learners: 3.78 Socio economically disadvantaged: 3.51 GPA - US Overall: 3.48 SWD: 2.95 English Learners: 3.23 Socio economically disadvantaged: 3.48 (2024-25)	PFT 5th, 7th, 9th and all required grades have participated. GPA MS: 3.7 US: 3.5	PFT GPA - MS Overall: - 0.07 GPA - US Overall: + 0.13
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)	Metric discontinued due to changes in leadership and ineffectiveness of tracking this metric	Skillful 75% Proficient: 80% Developing: 50%	Metric discontinued due to changes in leadership and ineffectiveness of tracking this metric

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
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)	Metric discontinued due to changes in leadership and ineffectiveness of tracking this metric	Skillful 100% Proficient: 100% Developing: 75%	Metric discontinued due to changes in leadership and ineffectiveness of tracking this metric
1.17	Teacher Proficiency % of teachers ranked as "Proficient" or "Skillful" by the end of the year	New Metric	Cycle 1: 29% Cycle 2: N/A	Metric discontinued due to changes in leadership and ineffectiveness of tracking this metric	60%	Metric discontinued due to changes in leadership and ineffectiveness of tracking this metric
1.18	Coaching Sessions All teachers received: 2 Coaching sessions a month 2 Informal observations a month (with feedback) 1 Formal observation a semester	Metric created Spring 2024 - To begin tracking 2024-25	Metric created Spring 2024 - To begin tracking 2024-25	2 Coaching sessions a month: No 2 Informal observations a month (with feedback): No 1 Formal observation a semester: No (2024-25) -- 2 Coaching sessions a month: Yes 2 Informal observations a month (with feedback): Yes	2 Coaching sessions a month: Yes 2 Informal observations a month (with feedback): Yes 1 Formal observation a semester: Yes	Changes from 2024-25 to 2025-26: All moved from no to yes

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				1 Formal observation a semester: Yes (2025-26)		
1.19	Teacher Retention Rate	68.37% (67/98) (2022-23)	59.34% (54/91) (2023-24)	81.01% (64/79) (2024-25) -- 94.87% (74/78) (2025-26)	85%	+26.5%

Goal Analysis [2025-26]

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
The instructional leadership team designed a beginning-of-year bootcamp to provide differentiated support for new and returning teachers and continues to implement a yearlong professional development plan based on teacher feedback. We successfully maintained our partnership with Instruction Partners, adhering closely to our coaching, observation, and debrief schedules. Friday professional development sessions rotate between academy-wide priorities and dedicated content/grade-level collaboration time. Throughout these sessions, teachers intentionally analyze data for key student subgroups to ensure equitable instruction. Teachers also submit weekly lesson plans to ensure standards alignment, and they receive targeted, actionable feedback from instructional coaches. To further support these initiatives and ensure teachers could actively apply coaching feedback, we hired additional Teacher Assistants mid-year to provide crucial in-class support.

Successes
Composed and adhered to a clear vision statement for coaching, ensuring every teacher was assigned a coach.
Completed over 500 classroom observations and debriefs school-wide.
Demonstrated clear progress in teachers' ability to utilize the provided curriculum to plan and implement rigorous lessons.
Held a highly successful "bootcamp" for new teachers focusing on instructional practices, student management, and mindsets.
Administered two coaching feedback surveys, noting an increase in teacher participation from the Fall to the Spring.

Challenges
Ongoing need to shift mindsets to provide students with more opportunities for "productive struggle."
Capacity constraints meant not every teacher could be observed as frequently as desired, and there were fewer opportunities for teacher-led targeted PD.
Navigating the transition of asking teachers to modify the curriculum less, which in some instances resulted in temporary struggles to maintain instructional rigor.

How challenges will be addressed
We will continue utilizing coaching, collaboration, and co-lesson planning to encourage positive shifts in instructional mindsets. We are tweaking observation schedules to prioritize newer teachers or those needing extra support (aiming for once a month), while observing stronger teachers two to three times a semester. We will create a Friday PD schedule with named times for teacher-led and student-support PDs, and we will continue supporting teachers in seeing the benefits of using the curriculum as-is to drive rigorous instruction.

Action 1.2: Strengthening Tier 1 Instruction and Differentiation
Our focus has been on ensuring teachers use research-based curricula and instructional methods. Nearly every ELA and Math teacher receives weekly professional development on utilizing the school curriculum as intended, without replacing materials with un-researched methods. We also utilized our newly hired Teacher Assistants to help deliver high-quality Tier 1 instruction and tailor daily lessons for diverse learners. While subjects outside of ELA and Math have had less consistency with research-based curricula, new materials have been ordered for the Social Sciences for the 2026–2027 academic year.
Regarding our goal of utilizing Research-Based Unit Plans, we have not yet completed a family meeting to share how teachers format lessons, but we plan to do this next semester through a Zoom family session in February. Regarding our goal for Meetings Led by Instructional Leaders, coaches are successfully meeting on a regularly scheduled cycle to review work and share strategies. They utilize the Instructional Partners Guide (IPG) criteria to guide observations and debriefs, specifically evaluating instructional rigor and productive struggle.

Successes
Students across Middle and Upper School are actively engaging with grade-level texts in every lesson.
ELA and Math teachers are effectively emphasizing students recording their thinking in class.
Coaching has successfully focused on shifting mindsets so that students "own the work" of the lesson, minimizing unnecessary teacher interference.

Challenges
Certain departments outside of ELA and Math currently lack research-based curricula or standardized planning documents.
Shifting teacher mindsets away from a deficit model (focusing on what students cannot do) to a growth model (building on what they can do) remains an ongoing process.

How challenges will be addressed
New curricula are being purchased for other subjects to ensure all students have viable, research-based materials in all classes. Additionally, the third-party consultant group, Instruction Partners, will expand their coaching and planning training to include content leads in subjects outside of ELA and Math. We will also host the planned Zoom family session to communicate lesson formatting and instructional strategies to parents.

Action 1.3: Enhancing Progress Monitoring and Data Analysis
We successfully implemented our assessment plan and reviewed student data across the academy. Assessments such as i-Ready and ELPAC remained strictly on schedule with high completion rates. The compliance team has initiated the development of a year-long PD calendar, data protocols, and a centralized data hub. Furthermore, assessment data disaggregation and student data chats are becoming the norm in various meetings. Following these data review sessions, Teacher Assistants were instrumental in helping teachers manage their classrooms to facilitate targeted, data-driven instructional adjustments. However, we realized mid-year that our decision to use Interim Comprehensive Assessments (ICAs) required extensive hand-scoring, which delayed our turnaround time for data analysis. We also experienced a delay in fully launching our Tableau data visualization tool.

Successes
Finalized and implemented the assessment calendar with relative fidelity all year, reducing the frequent schedule adjustments seen in past years.
Content and grade-level groups successfully integrated data analysis into their regularly scheduled meetings to provide targeted student support.
Successfully rolled out assessment data dives and trained teachers on conducting data chats with students.

Challenges
The use of ICAs required heavy hand-scoring, preventing timely grading, data analysis, and instructional adjustments.
We were unable to conduct single-item analysis on the interim assessments, making it difficult to identify common student misconceptions and making the data less actionable.
The delayed launch of the Tableau data visualization tool hindered quick, school-wide access to student data.

How challenges will be addressed
We will review the frequency of interim assessments to ensure they are yielding a strong return on instructional time investment. To solve the grading and analysis delays, we will transition away from using ICAs and instead use Interim Assessment Blocks (IABs) as the school-wide interim assessment tool for the 2026–2027 school year.

Action 1.4: Improve Academic Outcomes for Special Education Students
We are actively transitioning toward a full inclusion program to provide more push-in supports for students in their general education classrooms. In the Middle School, we are utilizing a full inclusion model, using the homeroom block for individualized pull-out services targeting students' Zone of Proximal Development (ZPD). In the High School, we have substantially increased push-in services while utilizing the Specialized Academic Instruction (SAI) block for pull-out services, Individual Transition Plan (ITP) support, and make-up work. We have also focused on direct coaching to structure the SAI blocks and establish targeted small-group instruction.

Successes
Increased SPED students' i-Ready scores in Math and English by an average of 1.5 grade levels.
Held all IEPs on time (with rare exceptions for parent non-response) and held multiple amendment IEPs to adjust plans for students failing classes.
Successfully edited IEP accommodations to make them clearer and more accessible for general education teachers and Teacher Assistants to implement.

Challenges
Despite i-Ready growth, overall CAASPP statewide assessment data indicated a decrease in performance for SPED students, and there are still students failing multiple classes.
High school staff struggled to carve out time during the SAI block to work on basic skills due to the competing priority of completing in-class assignments.
Middle school Education Specialists have advocated for a dedicated block for pull-out services that does not impact students' attendance in core general education classes.
Students arriving in high school with multi-year academic gaps, and instances of students using AI to cheat on assessments.

How challenges will be addressed
In the Middle School, leadership supported the team in effectively utilizing the homeroom block to address basic skill needs, which drove the tremendous growth seen in i-Ready scores. In the High School, staff received support to create structured daily agendas that balance both in-class assignments and individualized skill development during the SAI block. We will continue refining IEP accommodations so general education teachers have a clear vision of how to support their students.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD
The implementation of this goal was distinctly different from our original plan. Due to the absence of an ELD Coordinator last year, our primary focus this year was on rebuilding systems and realigning practices. As a result, professional development around instruction for English Learners did occur, but it was targeted specifically to our designated ELD teachers rather than the whole staff. These sessions focused heavily on curriculum orientation, ELPAC test-taking strategies, and structured bi-monthly grade-level check-ins to discuss student progress. To ensure English Learners still received immediate, daily support in the absence of school-wide EL strategies training, we utilized Teacher Assistants to provide targeted lesson support.

Successes
Achieved 100% attendance at EL-specific professional development for designated ELD teachers.
Conducted consistent bi-monthly check-ins and needs-based coaching that addressed instructional concerns in real time.

Challenges
A planned school-wide "Integrated EL Strategies" professional development session has not yet been conducted, as time was redirected toward essential ELPAC preparation and system rebuilding.

How challenges will be addressed
We will carefully review the original action steps outlined in this goal and engage in intentional planning throughout the spring and summer to ensure strong, school-wide implementation next year. Instead of a general "catch-all" professional development approach, we will work collaboratively with instructional coaches and content leads to design highly targeted, content-specific EL strategy support for all teachers.

Action 1.6: Language Acquisition Program
Our Language Instruction Program (LIP) continues to be Sheltered English Immersion (SEI). All teachers have access to a standards-aligned curriculum, specifically utilizing HMH's English 3D program through both digital and print materials. English Language Development (ELD) classes are held twice a week for approximately 35–40 minutes. However, a slight difference from our planned actions is that outside consultants have not yet been brought in to support teachers with implementing effective strategies for English Learners (ELs) and Long-Term English Learners (LTELs). Instead, this support was provided internally by our coordinator and directly implemented in classrooms by Teacher Assistants.

Successes
All designated ELD teachers have full access to English 3D and its accompanying print and digital materials.
i-Ready BOY-to-MOY data shows strong progress among ELs in the lower grades, with 81% of 6th graders and 72% of 5th graders demonstrating measurable growth.

Challenges
i-Ready growth in the upper grades was lower (48% of 7th graders and 46% of 8th graders), highlighting the need for continued instructional support and attention to potential morale concerns.
Many 5th-grade EL students continue to perform at three grade levels or below in reading, indicating an urgent need for targeted interventions.
An outside consultant was not brought in to support EL strategies (though this support did occur internally during check-ins with the ELD Coordinator).

How challenges will be addressed
We will carefully review the original action steps outlined in this goal to ensure intentional planning for the upcoming school year. To immediately address academic needs, additional reading interventions will be provided for 5th-grade EL students beginning after the Thanksgiving break. Teacher Assistants school staff will also provide push-in support during 5th-grade ELD time, heavily emphasizing phonics and foundational reading skills.

Action 1.7: Academic Support
We are implementing a comprehensive, multi-tiered academic support system across all grades. All students can receive Tier 1 core instructional supports (differentiated instruction, flexible grouping, checks for understanding). Targeted small groups receive Tier 2 interventions, and Tier 3 provides intensive individualized supports. In grades 5–8, we emphasize vertical alignment in ELA and Math, using data cycles to provide standards-based instruction. In grades 9–12, we collaborated with teachers to utilize grade-level curriculum rather than overly modifying it, and we implemented an Upper School Study Hall. This Study Hall provides dedicated, structured time for students to stay organized, complete assignments, and receive targeted guidance to reduce academic stress and improve performance.

Successes
Vertical alignment in grades 5–8 allowed students to experience a clear progression of skills: ELA and Math met/exceeded goals (with ELA up >5%), and many students progressed 2–3 grade levels.
Regular data cycles allowed teachers to regroup students and provide timely interventions, resulting in decreased failure rates.
School-wide Office Hours yielded significant success in providing targeted interventions for High School students.
Designated ELA and Math interventions (such as IXL and i-Ready My Path) effectively offered personalized, data-driven learning.
Collaboration with Marlin Academy and 5th/6th-grade Teacher Assistants seamlessly extended core content support for scholars during the day and after school.

Challenges
Students did not initially take advantage of office hours or tutoring opportunities; building student ownership and motivation remains an ongoing effort.
Ongoing challenges with student motivation, academic skill gaps, behavioral/SEL needs, and late start times for some academic interventions.
Analyzing data to drive instruction required a significant shift in practice for instructional teams; maintaining consistency across all classrooms requires ongoing PD.
Ensuring timely and clear communication regarding progress monitoring to every student and family proved complex.
Inconsistent implementation of explicit EL strategies and access supports in grades 9–12.

How challenges will be addressed
We are building a more structured MTSS system starting at Tier 1 and will pair academic interventions with social-emotional learning (SEL) by creating behavioral-academic hybrid plans. To build student ownership and address motivation, we will implement goal-setting progress charts, celebrate incremental growth milestones (not just mastery), and launch incentive programs for attending academic supports. We will continuously train paraprofessionals to use co-teaching models to support small groups. To deepen the effective use of data, ongoing PD will be provided, and instructional teams will engage in regular data cycles to strategically group students. Finally, we will strengthen family engagement by providing actionable strategies for parents to support students at home.

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.

Action 1.1: Enhancing Instructional Capacity and Professional Growth
Last Year's Planned Expenditures: $357,709
Current Estimated Actual: $442,456
LREBG: $43,608
Our spending increased because we added four new Teacher Assistants, whose salaries are funded by the Learning Recovery Emergency Block Grant. We also used LREBG funds to cover a tutoring agency that came in at a lower cost than expected, and we saved money by not hiring outside consultants. We maintained our coaching partnerships and held a successful bootcamp for new teachers. Coaches completed over 500 observations to help teachers implement rigorous, standard-aligned lessons. While we've seen great progress in teachers utilizing the curriculum effectively, we are working on providing more targeted professional development and ensuring every teacher gets observed at least once a month.

Action 1.2: Strengthening Tier 1 Instruction and Differentiation
Last Year's Planned Expenditures: $1,900,765
Current Estimated Actual: $1,978,432
LREBG: $58,413
Spending increased slightly as we continued our extensive coaching efforts and began purchasing new, research-based curriculum for the Social Sciences department. English and Math teachers receives weekly professional development on using our school curriculums properly, and students are now engaging with grade-level texts in every lesson. A challenge we faced was that some subjects outside of English and Math didn't have strong research-based planning tools yet. To fix this, we are expanding our coaching support to include content leads in all subjects so every student receives rigorous instruction.

Action 1.3: Enhancing Progress Monitoring and Data Analysis
Last Year's Planned Expenditures: $606,728
Current Estimated Actual: $717,215
LREBG: $58,413
The budget increase reflects our ongoing investments in assessment tools and the personnel required to manage school-wide data cycles. We successfully finalized our assessment calendar and made reviewing data for specific student groups (like English Learners and students with disabilities) a standard practice. Mid-year, we realized the ICA interim assessments took too long for teachers to hand-grade, which delayed data analysis. To speed up this process and get faster insights into student misconceptions, we will switch to using IABs as our school-wide interim assessment tool next year.

Action 1.4: Improve Academic Outcomes for Special Education Students
Last Year's Planned Expenditures: $698,901
Current Estimated Actual: $847,929
LREBG: $58,413
Our spending increased as we transitioned to a full inclusion model in the middle school and increased push-in services for high school, requiring more robust staffing. This shift allowed us to provide individualized pull-out services during homeroom blocks, which led to an impressive average growth of 1.5 grade levels in Math and English i-Ready scores for our SPED students. We also successfully rewrote IEP accommodations to be much clearer for general education teachers. We are now focused on addressing recent drops in state assessment scores and adjusting plans for students who are still struggling in multiple classes.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD
Last Year's Planned Expenditures: $404,371
Current Estimated Actual: $474,547
LREBG: $56,706
Expenditures rose as we dedicated resources to targeted coaching specifically for our English Language Development (ELD) teachers. This year, rather than hosting a general school-wide training on ELD strategies, we focused heavily on curriculum orientation and ELPAC test prep for our designated ELD teachers, achieving 100 percent attendance at these sessions. Moving forward, we will work with instructional coaches to design content-specific English Learner support for all teachers rather than relying on a general "catch-all" professional development approach.

Action 1.6: Language Acquisition Program
Last Year's Planned Expenditures: $560,462
Current Estimated Actual: $612,471
LREBG: $43,608
Our spending difference is mainly from hiring additional Teacher Assistants to provide direct help and targeted reading support. We saved some money by having our own coordinator provide training instead of paying outside consultants as originally planned. However, those savings were outweighed by the cost of the new assistants. All teachers now have access to the standards aligned English 3D curriculum, and we are holding dedicated English classes twice a week. While we have seen strong midyear progress in our lower grades, data showed our fifth grade students were still reading below expectations. To fix this, our new assistants are coming into classrooms to help younger students practice phonics and basic reading skills.

Action 1.7: Academic Support
Last Year's Planned Expenditures: $145,746
Current Estimated Actual: $78,907
LREBG: $78,907
We spent less than budgeted for this goal because we found an outside tutoring agency at a lower cost than we originally expected. We also did not spend any money on outside consultants. Even with these budget changes, we fully provided all the academic support services we planned for our students. We prioritized math and reading support, established supportive teacher office hours, and successfully built a sustainable framework for identifying and helping students who need extra support.

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
Progress toward the instructional improvement goal is partial. Teachers, particularly in math and ELA, have developed a better sense of the components of instructional rigor. Fidelity to the coaching vision was maintained through ongoing collaboration, timely protocol-oriented coaching cycles, and PLC meetings that consistently honored norms and created spaces for data analysis. While measurable growth is evident—such as stronger alignment of lesson plans to standards, increased use of language supports for English Learners, and improved implementation of instructional strategies—these gains are not yet consistent across all classrooms. Some teachers, especially newer staff, require repeated support, and differentiation for diverse learners is not applied consistently. Additionally, more evidence of teacher capacity for instructional rigor is needed, and coaches must continue improving their practices. Because vertical alignment meetings and additional professional development are still in their early stages, full effectiveness has not yet been achieved.

Action 1.2: Strengthening Tier 1 Instruction and Differentiation
Effective
Reading levels in the Middle School have doubled in the area of on-grade level performance since the start of the year. Instructional leadership consistently met with teachers to share strategies for supporting student growth, promote collaboration, and exchange effective instructional practices. While Upper School i-Ready results are still pending in May, the consistent execution of these collaborative meetings and the substantial reading growth in the Middle School demonstrate strong overall progress.

Action 1.3: Enhancing Progress Monitoring and Data Analysis
Partially Effective
Implementation successfully built a more consistent, school-wide data-driven mindset, shifting the campus beyond simple compliance. Embedding data dive sessions into the Friday professional development calendar ensured that analyzing benchmark results, climate surveys, and progress reports became a standard component of PLCs and staff meetings. This allowed data to be used immediately for instructional planning, small-group interventions, and targeted supports. Furthermore, the administration of i-Ready assessments provided teachers and students with clear evidence of growth and identified areas of continued challenge. However, the rating remains partially effective because the ICA hand-scoring process created a significant procedural bottleneck that hindered timely data utilization.

Action 1.4: Improve Academic Outcomes for Special Education Students
Effective
There was a vast improvement reflected in the i-Ready data scores for students with IEPs. The team successfully received and implemented feedback throughout the year to continuously improve their practices. As a result of these efforts, SPED students were able to meet at least 75% of their IEP goals, indicating highly effective academic progress and overall development.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD
Partially Effective
Strong progress was made regarding the specific work designated ELD teachers have done, as professional development was successfully provided to this group. Pre- and post-assessments in 6th and 7th-grade ELD classes actively demonstrate student growth. However, the overall impact on English Learners is difficult to determine due to conflicting data, as a significant number of these students continue to fail one or more core courses. To achieve full effectiveness, more targeted effort and professional development must be placed on Integrated ELD practices for general education teachers in the future.

Action 1.6: Language Acquisition Program
Effective
All teachers were provided access to a standards-aligned ELD curriculum (HMH's English 3D) and English Language Development classes were consistently held twice a week for 35 to 40 minutes. Staff received ongoing support through regular check-ins focused on utilizing curricular materials, implementation strategies, and troubleshooting instructional challenges. While the overall program implementation was successful, mid-year data indicated that 5th-grade EL students were performing multiple grade levels below expectations in reading, prompting an ongoing need for additional targeted support, specifically focused phonics and foundational reading instruction.

Action 1.7: Academic Support
Partially Effective
The ongoing development and implementation of a structured, vertically aligned Multi-Tiered System of Supports (MTSS) established a sustainable framework for continued student success. Combined with intentional interventions, ongoing data analysis, and collaborative instructional practices, this comprehensive plan successfully addressed immediate learning needs and will continue to improve overall academic performance. It remains partially effective as the framework continues to be actively developed and refined to ensure consistent support across all classrooms.

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.

There have been significant changes to MWA's LCAP following the needs analysis and self-study process of the WASC accreditation. In an effort to create a cohesive school-wide action plan that aligns both the WASC and LCAP goals and actions, Goal 1: Support for All Learners has been updated to match the goal and actions as defined in MWA's 2026 WASC report. This goal has the same title with an updated description. While the broader focus of this goal as remained the same, the new actions outline a clearer path towards the goal.

All of the original goal and action descriptions for Goal 1: Support for All Learners can be found below.

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Goal:

The following description was given for the previous Goal 1: Support for All Learners:
Support for All Learners: Develop and refine vertically-aligned programs to support all learners.
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.
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.

The following description is why the previous Goal 1: Support for All Learners goal was made:
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, and 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)

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Metrics:
There has been a significant shift in how LCAP metrics are recorded, presented, and analyzed. In prior years, metric dates varied in an effort to include the most up-to-date data available. However, because different data sets become available at different times, this approach resulted in multiple years of data appearing within the same column, making year-to-year comparisons challenging. At the Board's request, the data has been restructured so that each column reflects all metrics for a single school year, allowing for clearer longitudinal analysis.

As a result of this change, the timeline for some three-year targets have shifted for certain metrics, with the hope that these goals will now be met by the end of the 2025–26 school year. For metrics that were previously reported using real-time or rolling data (e.g., Metrics 1.9–1.14 on GPAs, Metric 3.1 Chronic Absenteeism, etc.), updated figures can be provided upon request.

School year data is presented as follows:
Baseline: 2022–23
Year 1: 2023–24
Year 2: 2024–25
Year 3: 2025–26 (to be included in future LCAP updates due to data availability)
Year 3 Goal: The target to be achieved by the end of 2025–26, as established during the 2023–24 school year

The following metrics have been discontinued:
1.15 Teacher Retention: Retention rate based on proficiency at the end of cycle 2 - First year teachers
1.16 Teacher Retention: Retention rate based on proficiency at the end of cycle 2 - Continuing teachers
1.17 Teacher Proficiency: % of teachers ranked as "Proficient" or "Skillful" by the end of the year

The following metric has been added:
1.19: Teacher Retention

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Actions:

The following actions have been discontinued or modified based off of findings in the WASC report:
1.1 Enhancing Instructional Capacity and Professional Growth
1. Professional Development Calendar:
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.).
2. Observation Schedule:
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.
3. State Standards Integration:
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.
4. Provide new teachers with a bootcamp upon orientation
a. The bootcamp will help support:
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.

1.2 Strengthening Tier 1 Instruction and Differentiation
1. Research-Based Unit Plans:
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.
2. Meetings led by Instructional Leaders:
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.

1.3 Enhancing Progress Monitoring and Data Analysis
1. Data Analysis Skills:

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.
2. Disaggregated Assessment Data:
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.

1.4 Improve Academic Outcomes for Special Education Students
1. Students with disabilities will annually increase their English DFS
a. In English and Math by a minimum of 3 points
b. Achieve a color rating of orange as reflected on the English & Math indicators on the CA State Dashboard.
2. MWA administers Interim Assessment Benchmarks (IABs) two times before the annual CAASPP administration.
a. Teachers have an opportunity to analyze their data from the IABs as a way to inform their instruction.
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.
3. Providing students with disabilities the opportunity to have access to support from MWA mentors.
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.
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.

1.5 Enhancing the Learning Environment for English Learners Through Staff PD
1. Intentionally add time into the PD scope and sequence to provide training on strategies to support integrated ELD instruction .
a. Continue to provide separate PD sessions specifically geared towards designated ELD teachers.
2. As the majority of instruction occurs primarily in integrated classrooms, all teachers will receive support on how to scaffold instruction specifically for ELs.
3. Provide PD to teachers focused on how to support ELs build reading skills.
a. Focus on supporting LTELs in the upper school with reading.
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
1. Ensure all teachers have access to standards aligned curriculum in learning spaces which supports ELs.
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.

3. Bring in consultants to support teachers with implementing effective strategies for ELs and LTELs, including integrated language development, scaffolding, and academic vocabulary instruction.

1.7 Academic Support
1. Prioritizing Math and ELA:
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.).
b. Reinforce foundational literacy and numeracy skills essential for overall academic growth.
c. Address performance gaps and support grade-level mastery in core content areas.
2. Supplementing with Teacher Office Hours:
a. Offer regular teacher office hours for targeted support.
b. Provide flexible, accessible help for students outside of class time.
c. Strengthen connections between classroom instruction and individualized support.
3. Exploring Tutoring Agencies:
a. Research and evaluate external tutoring providers that can specifically support various student groups including SWD, Els, LTELs, Black/African American students, etc..
b. Partner with agencies that offer specialized support aligned with school goals.
c. Expand support options to supplement consistent high quality academic instruction.

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	Strengthening Tier 1 Instruction for All Students, Especially Our Critical Learners	1. High-Quality Tier 1 Instruction (Core for 80%+ of Students) a. Instructional Capacity Building: Train, coach, and support continued refinement of Tier 1 instruction focused on rigorous, grade-level standards-based instruction and formative assessments. b. Core Instructional Practices: All teachers implement explicit vocabulary instruction, teach comprehension strategies, and facilitate academic discourse through structured, evidence-based debate. c. Integration of SEL and Instruction: Strengthen connections between Tier 1 instruction and SEL by embedding SEL-informed instructional practices. 2. Prioritize Math (Numeracy) and ELA (Literacy) Academic Growth a. Curriculum Review and Training: Invest in targeted and ongoing professional development and support for math and ELA faculty to have	$1,459,278.00	Yes

Action #	Title	Description	Total Funds	Contributing
		ongoing opportunities for training in using the curricular materials being used for math and ELA. b. External Support: Continue to seek external support from service providers for both ongoing training and support for math and ELA faculty and instructional leaders and assessment of instructional practices. 3. Targeted & Intensive Interventions (Tiers 2 & 3) a. Tier 2: Targeted Support (10-15% of Students): Provide small-group, skill-focused support for students identified through universal screening data to address specific learning gaps. b. Tier 3: Intensive Intervention (5% or fewer Students): Provide highly individualized, frequent, and sustained support. This includes explicit, multisensory reading programs or intensive one-on-one conceptual math instruction, often delivered by Special Education or intervention specialists. 4. Instructional Leadership and Data-Driven Collaboration a. Facilitated Collaboration: Maintain regular meetings between teachers and the Instructional Leadership Team to review student work and performance data, particularly for LTELs, ELs, and SWD. b. Gap Identification: Use collaboration cycles to identify instructional strengths and trends that inform necessary Tier 1 adjustments to improve outcomes for high-need student groups. c. Professional Learning Communities (PLCs): Use PLCs and content-area meetings to internalize curriculum, design universally accessible lessons, and refine differentiation practices.		
1.2	Enhancing Instructional Capacity and Professional Growth	1. Instructional Coaching a. Instructional Coaching System: Continue to develop and implement the structured coaching system and coaching cycles focused on continuous improvement, professional learning, focused on improving specific instructional practices. b. New Teacher Targeted Support: Provide targeted onboarding, training, and support for new-teacher development in the area of instructional planning and classroom management (“bootcamps”) during orientation and throughout the year as needed. c. Dedicated Critical Learner-Focused Training (PD): Schedule dedicated PD for designated ELD teachers focused on language acquisition and best	$1,770,390.00	Yes

Action #	Title	Description	Total Funds	Contributing
		practices and Tier 1 faculty focused on SWD high leverage practices to strengthen Tier 1 instruction. 2. Observation and Professional Expectations a. Formal Evaluation, Faculty Observation, and Professional Expectations: Align the faculty observation system and organization-wide professional expectations and guidelines as part of the formal evaluation system. b. Regularly Scheduled Observation/Coaching Schedule: Continue to develop and refine a regular cadence of monthly observations to reflect on and discuss instructional best practices. c. Areas of Emphasis: Reinforce core professional expectations related to safety, professionalism, reliability, policy adherence, and legal compliance. 3. Implementation of the Language Instruction Program (LIP) a. Structured English Immersion (SEI): Continue the SEI program as the school's designated Language Intervention Plan (LIP). b. ELD Teachers and Language Proficiency Standards: Support designated ELD teachers in providing explicit instruction aligned to language proficiency standards. c. Designated ELD Instruction: Use designated ELD instruction to accelerate language acquisition for ELs and LTELs while supporting access to core content. -- SPSA Alignment Note: This action is supported through Title I, Part A federal funds. These funds are utilized to provide supplemental services and evidence-based interventions designed to close the achievement gap and ensure that all students—particularly English Learners, Students with Disabilities, and Socioeconomically Disadvantaged students—meet the state's challenging academic standards.		

Action #	Title	Description	Total Funds	Contributing
1.3	Improve Academic Outcomes for Critical Learner Groups	1. Academic Growth Goals a. English and Math Goals for SWDs: Students with disabilities will aim to increase their English and Math Distance from Standard (DFS) by at least 4.7 points for ELA and 15.8 for Math. b. State Dashboard Growth Goals: Students will achieve a minimum orange rating on the CA State Dashboard. 2. Professional Development a. Dedicated Critical Learner-Focused Training (PD): Schedule dedicated PD for all faculty on best practices and Tier 1. 3. Students with Disabilities a. Specialized Academic Instruction (SAI) Refinement: Evaluate current structure for providing SAI to identify areas for improvement and opportunities to better align SAI with the general education program. b. Extended School Year Refinement (ESY): Evaluate current structure for providing ESY to identify areas for improvement and opportunities to better align SAI with the general education program. c. Multi-Tiered Systems of Support (MTSS)/Universal Design for Learning (UDL) Implementation: Coaching general education teachers on inclusive instructional practices that remove learning barriers and ensure every student can engage deeply with the core curriculum. 4. Reading Instruction Support for ELs and LTELs a. Evidence-Based Reading Instruction PD: Provide PD on evidence-based strategies to develop foundational and disciplinary reading skills for ELs. b. Long-Term English Learner (LTEL) Targeted Literacy Support: Prioritize support for LTELs to address literacy gaps affecting access to grade-level content. c. Cross-Content Reading Strategy Integration: Integrate reading strategies into all content areas to strengthen language development and comprehension.	$2,123,535.00	Yes

Action #	Title	Description	Total Funds	Contributing
		5. Exploring Tutoring Agencies a. External Tutoring Partnerships: Research and evaluate external tutoring providers that support high-need student groups (SWD, ELs, LTELs, Black/African-American) with a focus on Math and ELA per student and community request. b. Strategic Tutoring Partnerships: Partner with agencies that provide specialized support aligned with school goals. c. Supplemental Academic Support Expansion: Expand support options to supplement high-quality academic instruction.		

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Starting Fall 2026 the description for this goal has changed to align with MWA's new WASC goals College and Career Readiness Strategic Focus: Pathway Value, Rigor, and Documented Excellence The Goal: Foster a culture of attainment where every student graduates with tangible wins—strengthening our Career & Technical Education programs and recognizing SAT/AP milestones as clear evidence of college and career readiness -- This goal has been updated to reflect MWA's new WASC goals after the conclusion of our self-study and related needs assessment. For all information on the goal before it was changed, please see the description of changes below in the Goal Analysis section.	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.

This goal was developed through MWA’s WASC self-study process and ongoing LCAP reflection cycle

Making Waves Academy (MWA) developed this College and Career Readiness goal as a continuation of successful LCAP actions, informed by ongoing feedback and evidence of their effectiveness through the WASC self-study process. The self-study highlighted the importance of vertically aligned college and career pathways across grades 5–12 and confirmed the impact of the school’s ongoing efforts to expand experiential learning and community-engaged programs that prepare students for success beyond high school. Through this process, the school recognized that maintaining and strengthening College and Career Pathways, Career & Technical Education programs, and recognition of AP and SAT milestones are essential to fostering a culture of attainment.

Data from recent years guided the continuation of this goal. AP participation increased from 135 students in 2020–2021 to 175 in 2024–2025, with exams taken rising from 206 to 282. While the number of students scoring a 3 or higher generally increased, a slight dip in pass rates signals the need for focused, equitable instructional support. Similarly, SAT participation nearly doubled from 36 test-takers in Fall 2022 to 70 in Fall 2024, though performance gaps remain relative to district, state, and national benchmarks, especially in Math. These trends show the need to both expand access and strengthen preparation for postsecondary success.

By codifying these strategies into actions such as Vertically Aligned Systems for Seamless College and Career Support, College and Career Pathway Scope and Sequence, Graduation Pathways, and Postsecondary Readiness Pathways, MWA ensures that every student graduates with tangible wins and is prepared to succeed academically, professionally, and personally. This goal reflects data-driven insights, continuous LCAP feedback, and the strategic priorities identified in the WASC self-study, ensuring both rigor and equity in college and career preparation.

Metrics such as CTE course enrollment and pathway completion percentages, A-G course completion, AP pass rates, and UC/CSU eligibility allow the school to evaluate both access and success in rigorous coursework. Graduation and dropout rates, tracked for both middle and upper school, provide insight into overall student engagement and long-term attainment. College and career readiness is further measured through the College and Career Indicator (CCI), EAP participation and proficiency, and post-secondary planning data, which capture whether students are prepared academically and have actionable plans for life after graduation. Additional data points—including the number of pathways offered, student meetings, field trips, and participation in a broad course of study—help MWA ensure equitable access and monitor the implementation of experiential learning opportunities. By regularly analyzing these metrics, the school can track progress, identify areas needing additional support, and refine actions to ensure that every student graduates with the skills, experiences, and plans needed for postsecondary success.

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Starting Fall 2026 the explanation of why MWA has developed this goal has changed to align with MWA's new WASC goals. To see the explanation of why MWA created the prior Goal 1: Support for All Learners, please see the description of changes below in the Goal Analysis section.

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: Overall: 8% SWD: 2% English Learners: 4% Socio economically disadvantaged: 8% Pathway Completion (% total enrolled): Overall: 19% SWD: N/A English Learners: N/A Socio economically disadvantaged: 20% (2022-23)	Course Enrollment: Overall: 14% SWD: 41% English Learners: 16% Socio economically disadvantaged: 21% Pathway Completion (% total enrolled): Overall: 16% SWD: N/A English Learners: N/A Socio economically disadvantaged: 21% (2023-24)	Course Enrollment: Overall: 14% SWD: 16% English Learners: 8% Socio economically disadvantaged: 14% Pathway Completion (% total enrolled): Overall: 30% SWD: N/A English Learners: N/A Socio economically disadvantaged:30 % (2024-25)	Course Enrollment: 25% Pathway Completion: 86%	Course Enrollment Overall: + 6% Pathway Completion Overall: + 21% 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% 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 Overall: 86.9% English Learners: 71.4% Socio economically disadvantaged: 86.4% 5 Year Graduation Rate Overall: 90.9 % English Learners: 85.7% Socio economically disadvantaged: 90.9% (2022-23)	4 Year Cohort Graduation Rate 23-24 Overall: 85.1% English Learners: 64% Socio economically disadvantaged: 84.3% 5 Year Graduation Rate 23-24 Overall: 86.2% English Learners: 68% Socio economically disadvantaged: 85.4% (2023-24)	4 Year Graduation Rate 24-25 Overall: 89.3% English Learners: 79.2% Socio economically disadvantaged: 88.7% 5 Year Graduation Rate 24-25 Overall: 94% English Learners: 87.5% Socio economically disadvantaged: 93.7% (2024-25)	4 Year Graduation Rate: 91% 5 Year Graduation Rate: 95%	4 Year Graduation Rate Overall: + 2.6% 5 Year Graduation Rate Overall: + 3.1%
2.4	Drop Out Rate Middle School and Upper School (LCFF Priority 5C and 5D)	US: 5.3% MS: 0% (2022-23)	Upper School: Overall: 3.2% SWD: 0% English Learners: 6/288 (2.1%) Socio economically disadvantaged: 8/899 (0.9%) African-American/Black: 1/83 (1.2%) (2023-24)	0% (2024-25)	US: 1.3% MS: 0%	US: - 5.3% MS: N/A

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Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.5	AP Pass Rate 3 or higher (LCFF Priority 4G)	42% (2022-23)	Overall: 46.0% ELs: 28.6% Socio economically disadvantaged: 45.7% (2023-24)	Overall: 46% English Learners: 44% Socio economically disadvantaged: 47% (2024-25)	46%	Overall: + 4%
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: 68.0% ELs: 17.0% Socio economically disadvantaged: 65.0% EAP Math Overall: 22.0% ELs: 4.0% Socio economically disadvantaged: 23.0% (2023-24)	EAP ELA Overall: 68% English Learners: 30% Socio economically disadvantaged: 69% EAP Math Overall: 20% English Learners: 4% Socio economically disadvantaged: 19% (2024-25)	EAP ELA: 55% EAP Math: 17%	EAP ELA Overall: + 17% EAP Math Overall: + 4%
2.7	CCI Percent identified as prepared on College and Career Indicator (LCFF Priority 4H)	Overall: 54.7% English Learners: 38.9% Socio economically disadvantaged:: 54.8% (2022-23)	Overall: 46.2% English Learners: 20.8% Socio economically disadvantaged: 46.6%	Overall: 80.6% SWD: 23.1% English Learners: 65.9% Socio economically disadvantaged: 79.4%	60%	Overall: + 25.9%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			(2023-24)	(2024-25)		
2.8	CSU and UC Eligibility (LCFF Priority 4B)	CSU eligible: 78% UC eligible: 71% (2022-23)	CSU eligible: 91% UC eligible: 57% (2023-24)	CSU Eligible (calculated with 2.0): Overall: 87.7% SWD: 70% English Learners: 20% Socio economically disadvantaged: 10% UC Eligible (calculated with 3.0): Overall: 56% SWD: 10% English Learners: 80% Foster Youth: 0% Socio economically disadvantaged: 70% (2024-25)	CSU Eligible: 98% UC Eligible: 75%	CSU Eligible Overall: + 9.7% UC Eligible Overall: - 15%
2.9	How Many Pathways and Student Meetings	Metric created spring 2024	100% (2023-24)	100% (2024-25)	100%	N/A
2.10	Post-Secondary Planning Percent of graduates having a post secondary	Metric created spring 2024	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
	plan across a range of pathways, including: (1) Four-year college or university (2) Community college (3) Military enlistment (4) Job program; (5) Current job or job offer (6) Trade program or apprenticeship (7) Gap year program					
2.11	Number of Field Trips	Metric created spring 2025	Metric created spring 2025	5th Grade: Future planning 6th Grade: Future planning 7th Grade: Future Planning 8th Grade: 2 9th Grade: Future planning 10th Grade: 2 11th Grade: 5 12th Grade: 5 (2024-25)	1 college/career-related field trip for each grade-level.	N/A
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	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

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.13	% of all students that have completed CTE pathway and are UC/USC Eligibility (LCFF Priority 4D)	8% (2022-23)	21% (2023-24)	31.0% (2024-25)	25%	

Goal Analysis [2025-26]

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
The College and Career Counseling (CCC) team is solidifying and strengthening relationships with other campus departments, including Special Education and the Deans' Office, by centering conversations around student needs. This cross-level collaboration ensures that staff, faculty, and counselors across all levels have structured time to meet, share expectations, and align their programming to better serve our students.

Successes
Successfully planned and created cross-departmental meeting cadences for the 2026–2027 school year.
Established structured collaboration time across all school levels to align programming and expectations.
Strengthened collaboration with the Making Waves Education Foundation to support the high school to post-secondary transition.

Challenges
Syncing department and individual schedules to accommodate necessary alignment meetings.
Ensuring new leadership is fully brought up to speed on current initiatives and goals.

How challenges will be addressed
The team will remain in constant communication regarding scheduling by creating a timeline that includes pre-planned meeting dates. Weekly and monthly coordination meetings are also being considered to help identify additional needs, provide support, and proactively address scheduling barriers.

Action 2.2: College and Career Pathway Scope and Sequence
Our approach involves implementing a comprehensive college and career pathway scope and sequence designed to equip students with the necessary academic skills, planning tools, and experiential learning opportunities to make informed post-secondary decisions. By backward-planning, we have incorporated more study trips for 8th through 12th graders, focusing on college campus visits and career preparation. Currently, 8th graders are participating in the "Building A Better Future" pilot program, while 11th graders are engaged in a targeted career-building pilot and early college preparation.

Successes
Facilitated multiple student visits to college campuses and successfully implemented career-related programming.
Initiated early college preparation specifically tailored for 11th-grade students.
Continued collaboration with high school teaching staff to design a master schedule that reflects A-G requirements, increases AP course opportunities, and provides access to concurrent enrollment at local community colleges.
Students have gained a greater understanding of the benefits of being college-bound and the steps required to become career-ready.

Challenges
Balancing student course requests with staff constraints and creating balanced class sizes.
Ensuring that specialized student populations have inclusive and aligned schedules.
Low responsiveness and engagement from the current 11th-grade class regarding college and career readiness communications.

How challenges will be addressed
The CCC team will push directly into 11th-grade advisory classes to provide live instruction and workshops centered around college admission preparation. By implementing hands-on activities, the goal is to build a strong understanding of early preparation and foster student eagerness to begin the process. Additionally, regular meetings with key staff will ensure scheduling synergy and course accuracy.

Action 2.3: Graduation Pathways
To effectively address our graduation pathway approach, the CCC, Student Services, and Special Education departments have aligned to create a Coordination of Services Team (COST). We are taking a highly coordinated approach designed to align instructional practices with advisory support, ultimately resulting in stronger and more seamless post-secondary planning for all students.

Successes
Established regular COST meetings to ensure all graduation pathway communication is seamless and accurate across departments.
Maintained strong completion rates for A-G requirements.
Increased the number of students interested in industry-recognized credentials, concurrent enrollment, and earning post-secondary credits before graduation.
Utilized data-driven decision-making (leveraging College Board data, staff surveys, and student surveys) to continuously update and align course offerings.
Incorporated targeted career development and internship support, alongside observing adult transition programs at neighboring districts to support students needing post-high school assistance.

Challenges
A significant increase in the percentage of students not meeting academic expectations, particularly reflected in the 10th-grade on-track rate, resulting in a high need for credit recovery coursework.
Difficulty finding alternative programs and Non-Public School (NPS) placements that have open enrollment spots and can support our students' unique needs.
Providing adequate support for students currently in NPS placements who are failing.

How challenges will be addressed
The CCC team will continue meeting with school leadership to address retention concerns and develop flexible credit recovery solutions that can be offered during or after the school day. To support specialized placements, the team is proactively reaching out to alternative programs early to secure spots for the next school year, establishing stronger collaborative relationships, and observing alternative adult transition programs to find the best individualized fits for our students.

Action 2.4: Postsecondary Readiness Pathways
Post-Secondary Readiness centers on continuing and enhancing a coherent system where every student moves through a structured stage of readiness, which includes earlier college and career exploration. We anticipate this will continue to positively impact our graduation rates, improve and sustain post-secondary enrollment, and ensure successful student transitions into their adult lives.

Successes
Demonstrated a strong commitment to fostering post-secondary pathway readiness by providing comprehensive academic support and personalized guidance.
Successfully implemented intentional work-based learning (WBL) opportunities, including internships and WBL-focused study trips.

Challenges
Approximately 10% of students in grades 9–11 appeared disengaged from new college-related information during large-group meetings.
The restructuring or elimination of the Career Readiness Team at the Making Waves Education Foundation (MWEF) could impact the scope of work-based learning opportunities, internships, and study trips.
The pilot programs delivered a large amount of content in a short period, which was difficult for students to fully digest, and there was only one hands-on session offered.
Difficulty connecting with alumni and other professionals who have the time and capacity to participate in the Career Guest Speaker Series on campus.

How challenges will be addressed
To address student engagement, we plan to shift to smaller group presentations—such as advisory sessions held in the CCC—incorporating interactive activities and providing digital copies of all resources. To mitigate the impact of the MWEF restructuring, school leadership is meeting with MWEF representatives to smoothly transfer contacts, existing relationships, and ongoing workstreams. We are also intentionally stretching out career readiness programming across multiple sessions so students have time to internalize the information without feeling rushed. Finally, we are building in additional prep time to collaborate with our trade partners to plan more hands-on sessions and coordinate targeted field trips to local community college Career Technical Education (CTE) programs.

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.

Action 2.1: Vertically Aligned Systems for Seamless College and Career Support
Last Year's Planned Expenditures: $721,404
Current Estimated Actual: $780,181
LREBG: $28,765
Our spending increased for this goal because we have been involving out Middle School Activities Coordinator in more LCAP implementation to better support our younger students and increased our budget for the APEX learning platform. We also adjusted how we fund certain roles. Because our initial federal Title I funds were fully used, we shifted the remaining salaries for our instructional coaches and our social worker to the Learning Recovery Emergency Block Grant. These investments allowed us to create strong meeting schedules and better connect our special education and student services teams to provide complete support for our students.

Action 2.2: College and Career Pathway Scope and Sequence
Last Year's Planned Expenditures: $701,223
Current Estimated Actual: $743,903
LREBG: $28,765
The difference in our budget is a result of expanding our college and career programming this year. We increased the number of study trips for our high school students and included our eighth graders in visits to college campuses and career preparation events. We also launched new pilot programs focused on building a better future for our eighth and eleventh graders. Bringing our College and Career Center staff directly into eleventh grade advisory classes to run hands on workshops required more resources, but it helped ensure our students are building a strong understanding of early college preparation.

Action 2.3: Graduation Pathways
Last Year's Planned Expenditures: $622,613
Current Estimated Actual: $796,641
LREBG: $28,765
We spent more than originally planned here to address a growing need for academic recovery. We noticed an increase in students who were not meeting academic expectations by tenth grade, which required us to invest more heavily in credit recovery coursework.

Action 2.4: Postsecondary Readiness Pathways
Last Year's Planned Expenditures: $150,000
Current Estimated Actual: $85,000
LREBG: $85,000
Our actual spending was lower than budgeted because we did not hire a Maker Space Teacher this year. Even with these savings, we successfully hosted our first Trades and Apprenticeships Week, bringing in union recruiters and certified tradesmen to speak with students. We also expanded our work based learning opportunities and created partnerships with local universities to keep our students on track for success after graduation.

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
As a new venture to align systems, there have been some roadblocks regarding scheduling calendar meetings, but the value of departmental check-ins and conversations is already evident. Consistent meetings and student-centered planning are key to systems alignment, a higher standard of engagement, more accurate academic planning, stronger transition outcomes, and increased readiness for college and career. Each team clearly believes in the most equitable and beneficial approach for all students, prioritizing the avoidance of misinformation. To improve alignment, the team is creating a timeline with pre-planned meeting dates and considering weekly or monthly coordination meetings to identify additional needs, supports, and address barriers. More significant movement in metrics is anticipated in the Fall of 2026.

Action 2.2: College and Career Pathway Scope and Sequence
Effective
Building and implementing new programming in both the Middle School and Upper School has successfully fostered a stronger student interest in a college and career-ready culture. Student interest continues to strengthen, particularly because students who are directly exposed to college campuses are highly considering attending. This progress is supported by consistent communication that incorporates clear goals, follows a structured process, and produces measurable improvements and continuous refinement in course offerings, ensuring alignment with graduation requirements and post-secondary pathways.

Action 2.3: Graduation Pathways
Effective
The broader graduation pathways approach successfully provides students with structured guidance, targeted support, and actionable next steps that lead to higher post-secondary enrollment, improved career readiness, and long-term economic stability. The team continues to collaborate effectively with alternative pathways that align with individualized student needs. While the overall approach is effective, the specific cadence of COST meetings is a new implementation; more data will become available as these meetings progress through the rest of the school year and fully take flight in the Fall of 2026.

Action 2.4: Postsecondary Readiness Pathways
Effective
Program expansion, new curriculum implementation, continued community partnerships, and staff collaboration have resulted in highly positive outcomes. The rollout of new college and career-focused resources in the Middle School and Upper School has made a clear, positive impact. College and career access continues to grow with every interaction, change, and implementation, and this ongoing secondary exposure will actively strengthen and increase overall post-secondary readiness for students.

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.

There have been significant changes to MWA's LCAP following the needs analysis and self-study process of the WASC accreditation. In an effort to create a cohesive school-wide action plan that aligns both the WASC and LCAP goals and actions, Goal 2: College and Career Readiness has been updated to match the goal and actions as defined in MWA's 2026 WASC report. This goal has the same title with an updated description. The focus of this goal largely stayed the same in the change, and the actions originally outlined in the LACP were adapted, expanded, and updated with the discoveries made in the WASC process. While the actions have the same names as those before, their focuses have shifted as well.

All of the original goal and action descriptions for Goal 2: College and Career Readiness can be found below.

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Goal:

The following description was given for the previous Goal 2: College and Career Readiness:
College and Career Readiness: Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.
This will focus on English Learners, Low-Income, African-American Youth, Special Education, Foster Youth.
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.

The following description is why the previous Goal 2: College and Career Readiness goal was made:
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)

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Metrics:

There has been a significant shift in how LCAP metrics are recorded, presented, and analyzed. In prior years, metric dates varied in an effort to include the most up-to-date data available. However, because different data sets become available at different times, this approach resulted in multiple years of data appearing within the same column, making year-to-year comparisons challenging. At the Board's request, the data has been restructured so that each column reflects all metrics for a single school year, allowing for clearer longitudinal analysis.
As a result of this change, the timeline for some three-year targets have shifted for certain metrics, with the hope that these goals will now be met by the end of the 2025–26 school year. For metrics that were previously reported using real-time or rolling data (e.g., Metrics 1.9–1.14 on GPAs, Metric 3.1 Chronic Absenteeism, etc.), updated figures can be provided upon request.
School year data is presented as follows:
Baseline: 2022–23
Year 1: 2023–24
Year 2: 2024–25
Year 3: 2025–26 (to be included in future LCAP updates due to data availability)
Year 3 Goal: The target to be achieved by the end of 2025–26, as established during the 2023–24 school year

The following metrics were further disaggregated in the Baseline and Year 1:
2.1 CTE: Course Enrollment Pathway completion % (LCFF Priority 4C)
2.3 Graduation Rate (LCFF Priority 5E)
2.6 EAP: % HS students who participate in & demonstrate college readiness as determined by EAP ELA & EAP Math (LCFF Priority 4H)
2.7 CCI: Percent identified as prepared on College and Career Indicator (LCFF Priority 4H)

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Actions:

The following actions have been discontinued or modified based off of findings in the WASC report:
2.1 Vertically Aligned Systems for Seamless College and Career Support
1. Improving Support for Intersectional Critical Learning Groups:
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).
b. This helps ensure that all students receive comprehensive support, mentally, physically, and academically.
c. Having regular meetings will help address specific needs and create systematic practices.
d. This approach fosters continued connections and norms that benefit all students, particularly those in intersectional critical learning groups.
2. Evaluating College and Career Readiness:
a. Look at how well students are prepared for college and careers.
b. Check how well the school is helping students from intersectional backgrounds get ready for college and careers.
c. Use this information to make sure the school's plans and partnerships are working well.

2.2 College and Career Pathway Scope and Sequence
1. College and Career Readiness Workshops:
a. Focus on improving college and career readiness for MWA students, staff, and families.
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.
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).
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).

2.3 Graduation Pathways
1. Early Preparation:
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
2. Support for State Requirements:
a. Assess pathways outlined in AB104 and SB141 to ensure compliance.
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.

2.4 Postsecondary Readiness Pathways
1. CTE Pathway
a. Conduct CCC Survey on CTE Pathways:
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.
2. Concurrent Enrollment
a. Expand Course Offerings:
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:
i. Establish formal agreements with colleges to support course access and credit transfer.
ii. Focus on high-demand fields for concurrent enrollment expansion.
iii. Ensure consistency and alignment across multiple institutions.

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	Improve Academic Outcomes for Critical Learner Groups	1. Teamwork Across Departments a. Coordinated Support: Strengthen collaboration between departments to support ELs, LTELs, SWD, Low-Income, Black/African-American, Foster Youth, and Accelerated Learners. b. Student-Centered Meetings: Hold cross-department meetings to coordinate academic, emotional, and college/career support for students on a case-by-case basis. c. Consistent Systems: Create shared goals and habits to make sure students receive the same high level of support as they move from grade to grade. d. Holistic Well-Being: Ensure teamwork addresses the mental, physical, and academic health of students, especially those who belong to multiple critical learner groups. 2. Preparing for College and Careers a. Early Readiness: Start college and career preparation early in middle school and keep expectations consistent through high school. b. Analyzing Outcomes: Review graduation and career readiness data for students from intersectional backgrounds to find out where we can improve our support. c. Smooth Transitions: Refine school partnerships and career pathways to help students move successfully from high school to their next step in life. 3. Family Involvement in Future Planning a. Planning Resources: Increase family participation in workshops and planning sessions to help students prepare for life after graduation. b. Navigating Requirements: Provide extra help for families of ELs, LTELs, and SWD to ensure they understand graduation requirements and all available college or career options.	$139,119.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.2	College and Career Pathway Scope and Sequence	1. College and Career Experiences a. Hands-on Learning: Provide high school students with career-related field trips, visits from college representatives, and an annual College & Career Fair. b. Targeted Workshops: Organize specific workshops and advisory lessons focused on graduation and future planning for ELs, Foster Youth, Low-Income, Black/African-American, and SWD. c. Closing the Gap: Use these trips and lessons to address readiness gaps and make sure every student feels prepared for life after high school. 2. Integration into Advisory and Curriculum Structures a. Advisory Program Implementation: Implement an advisory program that blends college and career curriculum with dedicated advisors. b. Readiness Skills: Align advisory lessons with readiness skills to prepare students for 12th-grade postsecondary planning. c. Vertically Aligned Scope and Sequence: Embed readiness skills progressively across grades to create a vertically aligned scope and sequence. 3. College Admissions and Postsecondary Success Coaching a. Post-Secondary Coaching: Provide targeted coaching on college admissions, major selection, transitions, financial literacy and planning, and anticipated challenges. b. Specialized Coaching: Deliver coaching through a specialized team for individualized guidance and support. c. Progress Monitoring: Monitor student progress toward postsecondary goals and adjust supports as needed, with attention to critical learner groups.	$165,559.00	Yes
2.3	Graduation Pathways	1. Early Preparation a. Early College and Career Readiness: Focus on early preparation to ensure students meet state standards by building 8th-grade awareness of A-G requirements to inform accurate course scheduling for the 9th-grade transition, integrating self-discovery, career exploration, and exposure to postsecondary opportunities early in the student journey (before high school), and strengthening core competencies in reading, writing, and mathematics, as well as organizational habits.	$904,074.00	Yes

Action #	Title	Description	Total Funds	Contributing
		b. Equitable Access: Provide A-G course access for all critical learner groups (ELs, Low-Income, Black/African-American, SWD, Foster Youth, Accelerated Learners). c. Graduation Pathways: Offer opportunities and courses to complete A-G Requirements, including credit recovery or a fifth year if needed. d. Experiential Learning: Ensure students can pursue postsecondary education, training, employment, and community participation through experiences like field trips and community engagement.		
2.4	Postsecondary Readiness Pathways	1. Career and Technical Education (CTE) Pathway a. Student Interest Surveys: Survey students, including middle school, to gauge interest in future CTE offerings. b. In-Demand Fields: Analyze survey data to identify in-demand fields. c. Pathway Development: Use findings to guide the development and refinement of CTE pathways. 2. Concurrent Enrollment a. College Partnerships: Expand course offerings by partnering with local colleges for general education and CTE courses. b. Course Alignment: Align courses with students' academic and career interests, including preparatory middle school exploration. c. Credit Articulation: Explore opportunities for high school credit articulation where possible. d. Course Access and Credit Transfer: Strengthen higher education partnerships through formal agreements for course access and credit transfer. e. In-Demand Fields: Focus on high-demand fields for concurrent enrollment expansion. f. Consistency and Alignment: Ensure consistency and alignment of concurrent enrollment offerings across institutions. 3. Advanced Placement Courses a. Advanced Placement (AP) Access: Maintain broad access to AP courses for all students. b. Standardized Milestone Tracking: Establish a formal system to track SAT scores and AP exam pass rates (3+) as key indicators of college readiness.	$139,565.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Community Engagement and Climate Strategic Focus: Systemic Belonging, Safety as a Lever for Rigor, and Family Partnerships The Goal: Build on our culture of safety by turning our best ideas into everyday practice and investing in proactive, "upstream" support that ensures every student feels seen, safe, and supported. -- This goal has been updated to reflect MWA's new WASC goals after the conclusion of our self-study and related needs assessment. For all information on the goal before it was changed, please see the description of changes below in the Goal Analysis section.	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.

This goal was developed through MWA’s WASC self-study process and ongoing LCAP reflection cycle

Making Waves Academy (MWA) developed this Social-Emotional Learning (SEL) and School Climate goal in response to findings from the WASC self-study process and ongoing LCAP reflection cycle, which highlighted the critical need for a coherent, school-wide approach to supporting student well-being and fostering an inclusive, supportive environment. Through analysis of survey data, behavioral indicators, and qualitative feedback from students, staff, and families, the school recognized that while overall engagement and climate indicators show positive trends, there remain significant opportunities to strengthen SEL systems and consistently integrate them across all grades and programs.

Data from multiple sources informed the development of this goal. Student climate surveys indicate that a majority of students feel connected to peers and adults, yet subsets—particularly Students with Disabilities, English Learners, and students experiencing chronic absenteeism—report lower levels of belonging and support. Behavioral data, including office discipline referrals and attendance patterns, further highlight the need for preventive interventions, tiered supports, and explicit instruction in social-emotional skills. Additionally, qualitative input from WASC focus groups and LCAP engagement sessions consistently emphasized the importance of cultivating a school culture where all students feel safe, valued, and empowered to contribute.

Enrollment and demographic trends further underscore the goal's relevance. With a stable student population that is predominantly Hispanic/Latino (~85%) and a declining percentage of English Learners (from 31% to 23%), MWA recognizes that SEL initiatives must be culturally responsive and tailored to the unique experiences of the community. The WASC self-study also identified that while promising programs and initiatives—such as advisory structures, restorative practices, and SEL-focused professional development—exist, their implementation is not yet fully systemic or consistent across grade levels and classrooms.

In response, this goal prioritizes a school-wide, integrated approach to social-emotional learning, positive behavior support, and equitable climate practices. Actions are designed to strengthen Tier 1 SEL instruction, expand targeted interventions for students with greater needs, and build staff capacity to create inclusive and supportive learning environments. Metrics—including student climate survey results, attendance and behavior data, participation in advisory and SEL programming, and staff professional development engagement—enable the school to monitor both implementation fidelity and impact on student well-being. By regularly reviewing these data, MWA ensures that efforts remain responsive, evidence-based, and focused on fostering a positive school climate where every student can thrive academically, socially, and emotionally.

Attendance indicators, including chronic absenteeism and Average Daily Attendance (ADA) rates, allow MWA to identify trends in student engagement and target interventions for students at risk of disengagement. Behavioral metrics, such as suspension and expulsion rates, offer insight into the effectiveness of Tier 1 SEL instruction and restorative practices, while student climate surveys and staff satisfaction surveys measure perceptions of safety, connectedness, and inclusion across the school community. Parent-focused metrics, including participation in Skills Academy surveys, family workshops, and engagement events, alongside staff professional development focused on critical learner groups, ensure that the school is building meaningful partnerships to support student success. Additional measures, such as student input in decision-making, 8th-grade and upper school retention rates, and the alignment of engagement events with promotion strategies, provide ongoing feedback on both student voice and community involvement. Finally, data from ParentSquare on communication reach and usage allows the school to monitor the effectiveness of family engagement strategies. Taken together, these metrics enable MWA to regularly evaluate progress, identify areas requiring targeted support, and make data-informed adjustments to ensure that all students experience a positive, equitable, and supportive school climate.

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)	Overall: 22.7% SWD: 29.6% English Learners: 18.2% Foster Youth: - Low Income: 23.1% (2022-23)	Overall: 18.64% SWD: 20.00% English Learners: 19.69% Foster Youth: - Low Income: 17.69% (2023-24)	Overall: 15.02% SWD: 20.23% English Learners:18.10% Foster Youth: N/A Low Income students:15.98% (2024-25)	15%	Overall: - 7.68%
3.2	Attendance Rate ADA (Average Daily Attendance) Rates (LCFF Priority 5A)	95% (2022-23)	Overall: 94.13% SWD: 92.51% English Learners: 94.42% Foster Youth: N/A Low Income students: 94.40% (2023-24)	Overall: 94.34% SWD: 93.11% English Learners: 94.15 % Foster Youth: N/A Low Income students: 94.15% (2024-25)	96%	Overall: -0.66%
3.3	Suspension Rate (LCFF Priority 6A)	Overall: 12.5% SWD: 12.4% English Learners: 12.2% Foster Youth: NA Low Income students: 12.4% (2022-23)	Overall: 15% SWD: 15.3% English Learners: 17.5% Foster Youth: NA Low Income students: 15.3% (2023-24)	Overall: 12.05% SWD: 19% English Learners: 16.1% Foster Youth: NA Low Income students: 6.67% (2024-25)	9%	Overall: - 0.45%
3.4	Expulsion Rate (LCFF Priority 6B)	Overall: 0.34% (2022-23)	Overall: 0.18% (2023-24)	Overall: 0.09% (2024-25)	<1%	- 0.25%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.5	School Climate Surveys Parent, students, and teachers, related to: feel that the school is safe (LCFF Priority 6C)	Middle School Students: 56% Upper School Students: 54% Parents: 87% (2022-23)	MS Students: 56% US Students: 54% Parents: 88.9% (2023-24)	Middle School Students: 54.2% Upper School Students: 56.0% Parents: 97.0% (2024-25)	MS Students: 62% US Students: 60% Parents: 93%	MS Students: -1.8% US Students: + 2% Parents: + 10%
3.6	School Climate Surveys Parent, students, and teachers, related to: school connectedness (LCFF Priority 6C)	Middle School Students: 52% Upper School Students: 43% Parents: 78% (2022-23)	MS Students: 52% US Students: 43% Parents: 87.5% (2023-24)	Middle School Students: 51.4% Upper School Students: 51.0% Parents: 89.0% (2024-25)	MS Students: 70% US Students: 70% Parents: 90%	MS Students: -0.6% US Students: + 8% Parents: + 11%
3.7	Parent Participation: Percentage of parents who have completed Skills academy post survey (LCFF Priority 3A, 3B, and 3C)	Parent Participation in Events: Back to School Day - 36 Saturday Parent Meetings -18 Parent Education Workshops -11 ELAC - 11 LCAP - 9 Advisor Family Conferences - 7 (2022-23)	Pilot Program Results: 1/1 Parent has completed survey (2023-24)	Parent Workshop Needs Assessment survey distributed via Parent Square 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. (2024-25)	75%	More targeted approaches to promote parent participation have begun. Post pandemic relationships with families are growing stronger again. With the leadership change that is happening, we are looking forward to developing more parent participation engagement routines that we will create in tandem with parent leaders.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				-- On 3.4.26 started the Anxiety group for middle school and high school students. These groups will run from March 4 thru April 15. For both groups here was an assessment screening tool administered. At the end of the group there will be a post survey. (2025-26)		
3.8	Number of Parents who participate in family workshops per semester (LCFF Priority 3A and 3B)	Metric created Spring 2024	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 (2023-24)	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	Based on February Survey: Back to School Day-43 Parent Meetings/Advisor Family Conferences-24 Parent Education Workshops-18 ELAC-13 LCAP-11	Families are frequently attending parent workshops

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				Parent Talk Attendance: 1/9/25 - 64 1/7/25 - 34 2/4/25 - 50 2/6/25 - 22 3/4/25 - 65 3/6/25 - 56 (2024-25)		
3.9	PD sessions offered to staff Focused on partnering with families of critical learner groups (LCFF Priority 3B)	1 (2022-23)	1 (2023-24)	1 (2024-25)	3	N/A
3.10	PD sessions offered to staff Focused on intervention strategies for students with disabilities (LCFF Priority 3C)	11 (2022-23)	1 (2023-24)	1 (2024-25)	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	Upper school ASB officers advocated at 2 board meetings for more tutoring support for students. Metric 1/7 has been created to address this.	Engage at least 3 student groups in policy changes.	Students are being invited to participate in more formal roles with leadership so they can, not only engage in policy changes but also have a broader understanding of why certain

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			November lunch options changed and MWA began exploring new options with our vendor) (2023-24)	MWA Board will be adding a student 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. (2024-25)		policies are in place.
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)	Overall: 88.53% SWD: 100% English Learners: 86.36% Foster Youth: - Low Income students: 91.52% (2024-25)	97% (Pre-Pandemic Baseline)	Overall: - 3.47%
3.13	Upper school retention rates (LCFF Priority 5D and 6C)	93.9% (2022-23)	Overall: 93.4% SWD: 90.0% ELs: 95.3% Foster Youth: - Low Income students: 99.2% (2023-24)	Overall: 97.94% SWD: 100% English Learners: 98.67% Foster Youth: - Low Income students: 94.37% (2024-25)	98% (Pre-Pandemic Baseline)	Overall: + 4.04%
3.14	Were all engagement events added to the master calendar prior to	Metric created Spring 2024	No	Yes Student Activities Coordinators	Yes	Engagement events are more regularly being added to calendars

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	the start of the school year? (y/n) (LCFF Priority 3A and 6C)			support students through activities that are fun, enrich student enjoyment, foster community and ensure they are well planned and on the master calendar.		and school communications
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)	Metric created Spring 2024	Campus signage: No Parent Communication Tool: No Other Promotional Materials: No	Parentsquare is being utilized to support events and communications. Also sending out emails to students about upcoming. And signage MS shift was made to have Mr. V sell tickets for dances in a more convenient and welcoming space. This has helped increase visibility. (2024-25)	Campus signage: Yes Parent Communication Tool: Yes Other Promotional Materials: Yes	Engagement events are more regularly being added to calendars and school communications
3.16	Student vs. Staff Demographics (LCFF Priority 6C)	African American Students: 7.65% Faculty/Staff: 18.48% American Indian Students: 0.2%	African American Students: 7.7% Faculty/Staff: 18.3% American Indian	African American Students: 6.6% Faculty/Staff: 22% American Indian Students: 0.2%	Continue to improve staff recruitment efforts to diversify our staff demographics;	Baseline Difference to 2025-26 African American Students: - 1.69%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Faculty/Staff: Not Reported Asian Students: 2.31% Faculty/Staff: 7.11% Filipino Students: 0.8% Faculty/Staff: Not Reported Hispanic Students: 85.94% Faculty/Staff: 37.91% Two or More Races Students: 0.62% Faculty/Staff: 2.37% White Students: 0.62% Faculty/Staff: 26.54% Unidentified/Opt-Out Students: 1.07% Faculty/Staff: 6.64% (2022-23)	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% (2023-24)	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: Faculty/Staff: 5.1% (2024-25) -- African American Students: 5.96%	staff demographics will closely mirror the demographics of the students we seek to serve.	Faculty/Staff: -0.73% American Indian Students: -0.19% Faculty/Staff: N/A Asian Students: +0.27% Faculty/Staff: +1.77% Filipino Students: + 0.69% Faculty/Staff: N/A Hispanic Students: + 2.13% Faculty/Staff: + 3.51% Two or More Races Students: - 0.23% Faculty/Staff: - 1.19% White Students: -0.22% Faculty/Staff: - 4.05% Unidentified/Opt-Out Students: N/A Faculty/Staff: + 0.46%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				Faculty/Staff: 17.75% American Indian Students: 0.01% Faculty/Staff: Not Reported Asian Students: 2.58% Faculty/Staff: 8.88% Filipino Students: 1.49% Faculty/Staff: Not Reported Hispanic Students: 88.07% Faculty/Staff: 41.42% Two or More Races Students: 0.39% Faculty/Staff: 1.18% White Students: 0.4% Faculty/Staff: 22.49% Unidentified/Opt-Out Students: N/A		

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				Faculty/Staff: 7.10% (2025-26)		
3.17	Staff Experience and Engagement (LCFF Priority 6C)	"I always feel good" 17% "I often feel good" 56% "I sometimes feel good" 24% "I seldom feel good" 4% (2022-23)	"I always feel good" 20% "I often feel good" 43% "I sometimes feel good" 30% "I seldom feel good" 8% (2023-24)	Survey is changing to more accurately measure culture around Edgility survey (2024-25)	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 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	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%	Continue community, families, and parent engagement through various means to encourage ParentSquare usage and engagement as the school's main communication channel to families.	Baseline Difference to 2025-26 MS: Contactable Parents: + 0.08% Receiving Emails: + 5% Parents Interacted: - 1% US: Contactable Parents: + 1.5%

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Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
				(2024-25) -- MS: Contactable Parents: 100% Receiving Emails: 93% Parents Interacted: 50% US: Contactable Parents: 100% Receiving Emails: 93% Parents Interacted: 36% (2025-26)		Receiving Emails: + 6% Parents Interacted: + 29%

Goal Analysis [2025-26]

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
Making Waves Academy is actively piloting "Other Means of Correction" for discretionary and non-violent suspensions. This initiative is designed to address and reduce historically disproportionate exclusionary discipline (such as suspensions and recommendations for expulsion) specifically for Black and African-American identifying students, students with IEPs, and English Language Learners. By focusing on restorative practices and personalized interventions, the school is working to maintain high behavioral expectations while keeping students engaged in their educational environment.

Successes
Achieved a dramatic reduction in schoolwide suspensions, including those among targeted special populations.
Successfully fully staffed the Deans' Office for the remainder of Semester 1, allowing for a transition to split grade-level coverage to provide focused, sustainable support.
Fully operationalized Tier 3 behavior interventions, with Deans actively utilizing Restorative Justice Practices in lieu of suspension for discretionary offenses.
Increased social worker drop-in visits, indicating that students view support services as accessible and supportive.
Prioritized early parent/guardian engagement to address emerging behavioral concerns before they escalate to Tier 3 interventions.
Maintained consistent weekly and monthly "behavior spotlight" messaging to students and staff to reinforce high expectations.

Challenges
School-wide data indicates an increase in Tier 1 needs, specifically regarding derogatory language, a harmful "joke culture" in the Middle School, and a need for healthy coping mechanisms for anxiety in the Upper School.
Rising demand for Tier 1 and Tier 2 interventions is outpacing the current focus on 1:1 intensive Tier 3 interventions.
Without proactive intervention, students in special populations, those with prior suspensions, or those with frequent Gaggle alerts remain at a higher risk of escalating to Tier 3 behaviors.

How challenges will be addressed
To tighten systems and shape a healthier campus culture, the Middle School is currently processing responsive Tier 2 intervention assemblies for students involved in incidents of derogatory language or harassment. The Upper School is planning targeted Tier 2 supports focused on anxiety, coping skills, and belonging. Schoolwide, "Check-In Cycles" were launched in November for students with repeated offenses or ongoing social needs, and the school is exploring additional grade-level homeroom and advisory push-ins for Social-Emotional Learning (SEL). SSSD will continue prioritizing proactive parent/guardian meetings and personalized intervention plans to prevent behavior escalation.

Action 3.2: Integrated Family Engagement
This year, family engagement efforts have centered heavily on integrating academic strategies with social-emotional support. The school hosted a Semester 1 Parent Workshop in December 2025 focused on SEL. Additionally, the English Learner Advisory Committee (ELAC) has successfully held three of its five planned meetings for the year, covering introductory information, EL parent data-dives, and reading/literacy strategies. In January, ELAC partnered with the Student Support Services Department to host a workshop on meeting students' emotional and behavioral needs, with upcoming workshops planned around building math skills at home.

Successes
Consistently engaged a core group of 26 parents who regularly attend ELAC meetings.
Received positive feedback indicating that families and students desire more involvement in school activities.
Successfully utilized the ELD parent group on ParentSquare as an effective space for sharing targeted ELAC announcements.

Challenges
Engaging Upper School parents remains a significant challenge; the majority of currently engaged parents have younger students or multiple students across divisions, resulting in a lack of Upper School representation at meetings.

How challenges will be addressed
While ParentSquare has been effective for initial outreach, the school will explore supplementary methods to reach Upper School families. The successful strategy of posting and sending physical flyers home at the Middle School will be replicated at the Upper School to ensure broader visibility and encourage attendance from parents of older students.

Action 3.3: SWD Suspension Rate Reduction
The implementation of "Other Means of Correction" (OMC) has been highly effective in reducing suspension rates for Students with Disabilities (SWD) compared to the previous school year. In Fall 2025, there were only 5 suspensions in the Middle School and 2 in the Upper School. Restorative practices and intensive Tier 3 behavior interventions are being used successfully across both divisions to provide alternatives to suspension. With the Deans' office fully staffed by mid-October and coverage adjusted to allow for split grade levels, the school has created a more sustainable support system that prioritizes proactive family engagement to prevent behavioral escalation.

Successes
Successfully implemented OMC as a primary form of restorative action across both the Middle and Upper Schools.
Instituted proactive parent meetings to identify and address high-level behaviors before suspensions take place.
Increased student utilization of social worker drop-in visits, demonstrating high accessibility to support services.
Transitioned the Deans' Office to split grade-level focus, ensuring specialized and continuous support for specific student cohorts.
Maintained consistent behavioral messaging to build awareness of conduct expectations across the campus.

Challenges
An increase in derogatory language and a harmful "joke culture" has created a pressing need for stronger Tier 1 behavioral and cultural supports.
Small group Tier 2 interventions were temporarily paused due to department capacity constraints and a need to reset qualifying criteria.

Emerging patterns indicate a larger need for broad Tier 1 and Tier 2 interventions, rather than relying strictly on the intensive 1:1 Tier 3 interventions currently taking place.

How challenges will be addressed
The next phase of the year focuses on tightening Tier 2 systems, shaping a healthier Tier 1 campus culture, and continuing to build Tier 3 capacity. The school will establish clearer Tier 2 criteria to balance student caseloads and ensure targeted skill development. Additionally, leadership will invest in building Dean capacity to facilitate Restorative Justice Practices, creating formal structures to process and repair harm. Proactive family engagement will continue to be a critical lever, and leadership transitions are being managed intentionally to ensure continuity across all grade levels. "

Action 3.4: Increase in School Connectedness
The annual Culture and Climate Survey was administered to students in early Spring, and the results were reviewed schoolwide in March. This process allowed staff to internalize areas of strength, such as academic motivation and student-to-adult relationships, as well as critical areas for focus, particularly regarding school safety. Additionally, the school has incentivized engagement by offering students opportunities to earn casual dress days, and the Middle School hosted its first annual Club Fair in March to foster peer relationship-building and support individual student interests.

Successes
Successfully implemented all Educationally Related Mental Health Services (ERMHS) and retroactively identified students qualifying for services not previously in their IEPs.
Contracted a school counselor specializing in gender identity to better support the student population.
Established clear risk assessments and rapid-response processes for students displaying behaviors that require immediate support.
Achieved a slight increase in Spring survey participation, with 63% of students reporting they feel close to people at MWA, 68% stating they have an adult who listens to them, and 55% participating in a club or sport.

Challenges
Because only 86% of students completed the Spring survey, a portion of the student body's experience is not represented in the data.
There was a significant drop in student perception of "school safety" compared to the Fall, with some Black and African-American identifying students reporting experiences with hate speech and race-based unkindness, alongside general student concerns regarding external campus safety threats.
The planned online SEL Academy has not yet been implemented.

How challenges will be addressed
A targeted follow-up survey for all Black and African-American identifying students will be administered in April to better understand their experiences and inform direct administrative action. The school is exploring suggestive ways to increase community awareness about available SEL supports. Furthermore, leadership is actively looking into better marketing and facilitation strategies for future student surveys to guarantee higher completion rates and more comprehensive data.

Action 3.5: SEL Support
Making Waves Academy continues to build out comprehensive Social-Emotional Learning (SEL) and mental health supports. From March 4 through April 15, 2026, a specialized 6-week anxiety group was implemented, utilizing pre- and post-assessments to measure efficacy. Students with IEPs and ERMHS receive dedicated mental health support, while general education students—identified largely through the Student Study Team (SST) process—receive check-ins from Deans and Social Workers. Additional counseling capacity is also provided through a partnership with Seneca.

Successes
Implemented state-approved LGBTQ+ professional development for staff and onboarded a counselor specializing in gender identity.
Increased mental health services for students with 504 plans, moving a contracted mental health provider from part-time to full-time.
Established comprehensive reentry plans for students returning from 5150 holds, along with proactive risk assessments to gauge the severity of mental health needs.
Effectively implemented all ERMHS services, including identifying students from prior years who qualified but lacked IEP documentation.

Challenges
Implementing SEL strategies and supports consistently within general education classrooms remains difficult.
There is a highly elevated need for mental health support across the student population, coupled with a lack of community utilization of outside resources.
The online SEL Academy is pending implementation.

How challenges will be addressed
To address general education integration, the team will provide professional development for teachers on Tier 1 SEL support and strategies (such as threshold greetings) to support all students. To address the heavy mental health caseload, the school anticipates hiring a general education counselor for the upcoming school year. Finally, the team is developing a comprehensive resource guide to share with families detailing local outside community agencies they can access for additional support.

Action 3.6: 504 Coordination and Implementation
The 504 coordination team is working diligently to establish a consistent Response to Intervention (RTI) team that utilizes objective data to support general education students. Following the onboarding of a new Program Specialist in late February, the team has been holding 504 meetings with high fidelity and intentionally looping in general education teachers regarding updates to student accommodations.

Successes
Successfully divided 504 responsibilities, holding over 85% of meetings to date and remaining on track to complete all required meetings this year.
Built strong relationships with families and improved collaboration with Student Support Services to analyze data and implement necessary MDRs, safety plans, and reentry plans.
Rewrote accommodations to ensure they are clearer and more actionable for general education teachers.
Identified gaps in the referral process to continuously improve coordination practices.

Challenges

Managing the sheer volume of holding all 504 meetings within a single academic year.
Creating a clear, objective-data-driven referral process and identifying universal screeners that do not take away from instructional time.
Navigating outside clinician recommendations for 504 plans that are based solely on family anecdotal data rather than objective school data.
Systemic barriers, such as not all students with 504s appearing on the Beyond SST platform, which hinders the implementation of their accommodations.

How challenges will be addressed
The team has created a master 504 calendar to ensure all remaining meetings are held on time. To address referral challenges, staff are communicating directly with outside clinics to require objective data sharing prior to making assessment recommendations. The team is also actively working to establish universal screeners to tier students for targeted interventions. Finally, mental health provider hours on campus were increased to specifically support the unmet mental health needs of students on 504 plans.

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

Action 3.1: Student Support Services for Students that are Suspended
Last Year's Planned Expenditures: $621,551
Current Estimated Actual: $671,695
LREBG: $166,693
Our spending increased for this goal because we involved our existing Middle School Student Activities Coordinator more deeply in these plans this year and shifted a portion of our principal's salary into this action. Additionally, to ensure our students have the mental health and behavioral support they need, we utilized the Learning Recovery Emergency Block Grant to fully fund our Deans of Discipline, our Social Worker, and the Talkspace platform after our federal Title IV funds were exhausted. These investments allowed us to successfully pilot alternative correction methods instead of relying on suspensions. We saw a dramatic reduction in schoolwide suspensions and an increase in students choosing to drop in with our social worker. We are now working on proactive strategies to address unkind language and anxiety before behaviors escalate.

Action 3.2: Integrated Family Engagement
Last Year's Planned Expenditures: $472,093
Current Estimated Actual: $527,912
LREBG: $50,207
We spent more than initially planned to expand our outreach and support for families. A portion of these efforts was supported by the Learning Recovery Emergency Block Grant. Over the year, we hosted five English Learner Advisory Committee meetings covering topics from reading strategies to student data, and partnered with our support team to host workshops on meeting students' emotional needs. While we successfully reached 26 parents who consistently attend these meetings, we found it challenging to engage parents of our older high school students. Moving forward, we will explore new communication methods beyond our current parent portal to ensure all families feel connected and involved.

Action 3.3: SWD Suspension Rate Reduction
Last Year's Planned Expenditures: $270,414
Current Estimated Actual: $322,114
LREBG: $56,207
The increase in expenditures is a result of restructuring our Dean coverage to provide more focused support and adding a new Associate Dean to our middle school team. The Learning Recovery Emergency Block Grant helped fund these crucial personnel changes. This allowed our Deans to actively engage in restorative justice practices and hold proactive parent meetings before suspensions occur. By implementing these alternative forms of correction, we are successfully reducing exclusionary discipline for our students with disabilities. We will continue tightening our systems to build a healthier campus culture and ensure students develop strong coping skills.

Action 3.4: Increase in School Connectedness
Last Year's Planned Expenditures: $492,369
Current Estimated Actual: $574,227
LREBG: $96,966
Our spending increased as we invested more heavily in community building events, such as our first annual middle school club fair, and increased support for school dances and sports. The Learning Recovery Emergency Block Grant helped support these campus culture initiatives. According to our Spring survey, 63 percent of students report feeling close to people at school, 68 percent feel there is an adult who listens to them, and about 55 percent participate in a club or sport. However, we noted a drop in students' perception of school safety, specifically concerning reports of race based unkind language. To address this immediately, we are administering a follow up survey specifically for our Black and African American students to better understand their experiences and take informed action.

Action 3.5: SEL Support
Last Year's Planned Expenditures: $248,978
Current Estimated Actual: $0
LREBG: N/A
We did not spend the allocated funds from this specific budget action, as our mental health and social emotional learning supports were absorbed into other funding areas and provided by external partners. Despite the zero dollar expenditure here, we successfully implemented a six week anxiety group for students, provided state approved professional development on supporting LGBTQ youth, and brought on a school counselor specializing in gender identity. We also increased mental health services for our students with 504 plans. Our next step is to provide more training for our general education teachers so they can seamlessly integrate emotional support strategies directly into their daily lessons.

Action 3.6: 504 Coordination and Implementation
Last Year's Planned Expenditures: $80,549
Current Estimated Actual: $63,549
LREBG: $63,549
We spent less than budgeted because the new 504 Coordinator left mid-year and we onboarded our and Program Specialist in late February, which was later than planned. While establishing a consistent intervention team took longer than expected, bringing on our new specialist helped us catch up quickly. We have successfully held over 85 percent of our meetings and are on track to finish all 504s by the end of the year. We also rewrote student accommodations to make them clearer for general education teachers to implement. Because we noticed some students with 504 plans needed more robust emotional support, we increased our mental health provider's time on campus. Finally, we are now working directly with outside clinicians to ensure they review objective school data before recommending new 504 plans.

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
Effective
We have maintained a low overall suspension rate of approximately 0.6% (unduplicated) to date. The school successfully utilized alternatives to suspension, implementing 141 forms of Off-Campus Management (OMC) and Restorative Projects in the Middle School, and 44 in the Upper School. However, data indicates a growing need to shift focus toward Tier 1 and Tier 2 interventions. Tier 1 data shows an increase in derogatory language and a harmful "joke culture" in the Middle School, alongside a need for healthy coping mechanisms for anxiety and navigating social dynamics in the Upper School. Tier 2 small group interventions were temporarily paused due to department capacity constraints and a need to reset qualifying criteria. Rising social worker drop-ins and lower-level referrals signal that more robust Tier 1 and Tier 2 supports are needed over the current heavy focus on 1:1 intensive Tier 3 interventions. Moving forward, the focus will be on tightening Tier 2 systems, shaping a healthy Tier 1 campus culture, building Tier 3 capacity, and proactively engaging families to prevent student escalation.

Action 3.2: Integrated Family Engagement
Effective
We successfully provided parent workshops, allowed parents to provide feedback on their experiences, and offered information on topics of direct interest. The school has consistently promoted each event on the Master Calendar and ParentSquare to ensure widespread visibility. Notably, the English Learner Advisory Committee (ELAC) meetings have been highly successful; transitioning from virtual to in-person meetings has improved attendance, particularly for parents who are already on campus picking up their children from Marlin Academy, resulting in a consistent turnout of 10 to 15 parents per meeting.

Action 3.3: SWD Suspension Rate Reduction
Effective
There has been a demonstrable reduction in the suspension rate for Students with Disabilities (SWD) during the 2025-2026 school year compared to the 2024-2025 school year. By the end of the reporting period, the Middle School recorded a total of 11 suspensions and the Upper School recorded 4 suspensions, maintaining a consistently lower rate from the mid-year mark and demonstrating overall progress toward the reduction goal.

Action 3.4: Increase in School Connectedness
Effective
Community engagement has increased, fostering a more connected campus. Students have actively taken advantage of opportunities to attend school dances and athletic games, which has demonstrably increased community engagement numbers. The leadership team continues to implement next steps and explore ongoing areas for improvement regarding school connectedness and safety, utilizing current student programming, planned initiatives, and follow-up surveys to sustain this positive momentum.

Action 3.5: SEL Support
Effective
The overall number of suspensions decreased from last year by utilizing restorative practices and skills development programs implemented by the Deans in lieu of suspension. Additionally, the campus has seen a positive increase in class attendance while students are on campus.

The school has also successfully strengthened its relationships with the families of LGBTQ+ students by placing a strong, intentional emphasis on increasing staff competency regarding gender identity.

Action 3.6: 504 Coordination and Implementation
Partially Effective
The team successfully ensured that 504 students received the bulk of their accommodations and effectively communicated 504 updates to general education teachers following meetings. The team also increased mental health services for 504 students, successfully implemented safety and reentry plans for students displaying self-harm behaviors, and established strong relationships with families. Furthermore, the school nurses have done excellent work addressing the specific medical needs of 504 students, and clinicians are being supported to use more objective data for referrals moving forward. However, ongoing challenges regarding staffing and bandwidth have made it difficult to hold all required 504 meetings and have severely limited the ability to include general education teachers in the in-person meetings due to time conflicts.

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.

There have been significant changes to MWA's LCAP following the needs analysis and self-study process of the WASC accreditation. In an effort to create a cohesive school-wide action plan that aligns both the WASC and LCAP goals and actions, Goal 3: Community Engagement and Climate has been created based on the old LCAP goal of Diversity, Equity and Inclusion to adjust MWA's strategic trajectory and match the goal and actions as defined in MWA's 2026 WASC report. This goal has similarities to the Diversity, Equity, and Inclusion goal, with a more actionable focus on how we can achieve our desired outcomes of having a more connected campus.

All of the original goal and action descriptions for Goal 3: Diversity, Equity, and Inclusion can be found below.

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Goal:
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.
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.
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 stuff focused on specific student groups, and events.

The following description is why the previous Goal 3: Diversity, Equity, and Inclusion goal was made:
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)

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Metrics:

There has been a significant shift in how LCAP metrics are recorded, presented, and analyzed. In prior years, metric dates varied in an effort to include the most up-to-date data available. However, because different data sets become available at different times, this approach resulted in multiple years of data appearing within the same column, making year-to-year comparisons challenging. At the Board's request, the data has been restructured so that each column reflects all metrics for a single school year, allowing for clearer longitudinal analysis.
As a result of this change, the timeline for some three-year targets have shifted for certain metrics, with the hope that these goals will now be met by the end of the 2025–26 school year. For metrics that were previously reported using real-time or rolling data (e.g., Metrics 1.9–1.14 on GPAs, Metric 3.1 Chronic Absenteeism, etc.), updated figures can be provided upon request.
School year data is presented as follows:
Baseline: 2022–23
Year 1: 2023–24
Year 2: 2024–25
Year 3: 2025–26 (to be included in future LCAP updates due to data availability)
Year 3 Goal: The target to be achieved by the end of 2025–26, as established during the 2023–24 school year

The following metrics were further disaggregated in the Baseline and Year 1:
3.1 Chronic Absenteeism Rate: % who are absent, excused or unexcused, more than 10% of school days (LCFF Priority 5B)
3.2 Attendance Rate: ADA (Average Daily Attendance) Rates (LCFF Priority 5A)
3.3 Suspension Rate (LCFF Priority 6A)

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.
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Actions:

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

3.2 Integrated Family Engagement
1. Engaging Families with Consistent Accessible Opportunities:
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).
b. Ask families what they're interested in and what they need through a survey
i. This way we can discover new family engagement strategies that are specifically designed to engage families in the MWA community.
ii. This will also include families in decision-making processes.
c. Plan workshops, field trips, and community engagement that families will like and find useful in supporting their students.

d. Put workshop dates on the school calendar and tell families about them through signs and the parent portal.
e. Update signs, the parent portal, and other things to talk better with families.
f. This way, the school wants to make sure families and the school work well together and feel connected.

3.3 SWD Suspension Rate Reduction
1. Reducing Suspension Rates for Students with Disabilities:
a. Find out why students with disabilities are suspended often.
b. Use PBIS (Positive Behavior Interventions and Supports) to promote good behavior and make the school welcoming for everyone.
c. Set clear behavior rules, reward good behavior, and help students who might get suspended.
d. Train staff on understanding disabilities, managing behavior, calming situations down, and talking well with students who have disabilities.
e. Make sure families and the school work together to help each student.

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

3.5 SEL Support
1. Research Additional Resources for Students:
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.
2. SEL Academy for Students Post-Suspension:
a. Develop a restorative SEL academy for students to complete after suspensions.
b. Support skill development to address behavioral challenges and promote long-term change.
3. Build a Clear Restorative/Skill Development Curriculum:
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:
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
1. Current System Evaluation
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
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
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
a. Provide training for staff on 504 plan procedures and compliance.
b. Ensure ongoing professional development to support the success of students with disabilities.

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

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Student Support Services for Suspended Students	1. Behavioral and Social-Emotional Support a. Support During Suspension: Provide academic and emotional help during suspensions to prevent students from falling behind and to stop repeat behavior issues. b. Skill Building: Focus on teaching students self-control, how to handle anxiety, and better ways to solve problems. c. Community and Home Connection: Use local resources to support students and share tips with families so they can use the same strategies at home. d. Inclusive Care: Prioritize support for critical learner groups (ELs, Foster Youth, Low-Income, Black/African-American, and SWD) using respectful and culturally relevant approaches.	$609,153.00	Yes

Action #	Title	Description	Total Funds	Contributing
		2. Interventions for Students with Disabilities (SWD) a. Data-Driven Improvements: Study suspension records to find patterns and use positive behavior systems to reduce avoidable suspensions. b. Individualized Help: Provide one-on-one or small-group support (Tier 3) and alternative discipline methods for students who need extra guidance. c. Early Action: Set clear expectations and step in early to help students who are at risk of struggling. d. Specialized Staff Training: Train teachers and staff in disability awareness, how to calm tense situations (de-escalation), and clear communication. 3. Staff Awareness and Family Engagement a. Staff Professional Development: Help staff better understand the specific emotional and behavioral needs of high-need student groups. b. Family Partnerships: Make family members active partners in their child's support plan through regular, open communication. c. Continuous Improvement: Regularly track suspension trends to see what is working and where we need to improve our support.		
3.2	Annual Communication Planning	1. Structured Feedback and Engagement Systems a. Inclusive Decision-Making: Improve how we gather input from students, families, and staff to help shape school decisions. b. Consistent Communication: Create a regular schedule for updates on meetings, events, and surveys to keep everyone connected and informed. 2. Communication and School Culture a. Encouraging Student Success: Use feedback from student surveys to show students we believe in their potential and have high expectations for them. b. Connecting Families to Support: Find better ways to make sure students and families are aware of the academic programs and extra help available at the school.	$221,193.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.3	Increase in School Connectedness	1. Building a Welcoming School Culture a. Student Connection: Foster an environment where ELs, Low-Income, and Foster Youth feel valued and connected. Use focus groups and interviews to identify areas for improvement. b. Celebrating Diversity: Organize school-wide events that recognize the cultures and languages of our critical learner groups and engage external partners who reflect these students' backgrounds. c. Empowering Families: Involve families of ELs, Foster Youth, Low-Income, Black/African-American, and SWD in school decision-making through workshops and volunteer opportunities informed by parent surveys. d. Targeted Improvements: Align school programming with survey findings to improve the sense of belonging and safety for ELs, Low-Income, and Foster Youth families. 2. Family and Community Partnerships a. Student Voice: Involve students—particularly ELs, Foster Youth, Low-Income, Black/African-American, and SWD—in school decision-making and building our community through leadership positions and ongoing feedback. b. Meaningful Activities: Use feedback from parent surveys to plan workshops, volunteer opportunities, and field trips that are meaningful and respect the diverse cultures of our families. c. Prioritizing Access: Ensure families of ELs, Low-Income, and Foster Youth have regular and easy-to-access opportunities to participate in school events and community programs. d. Staff Training: Provide training for staff on the best ways to partner and communicate with families to build stronger, more effective collaborations. 3. Clear and Accessible Communication a. Communication Tools: Use clear and simple channels—including the school calendar, parent portal, and campus signage—to keep families informed. b. Continuous Improvement: Regularly check and update these communication methods to make sure they are clear and accessible for every family. 4. Strengthening the Sense of Belonging	$447,607.00	No Yes

Action #	Title	Description	Total Funds	Contributing
		a. Data-Driven Support: Use findings from "school climate" surveys to create programs that improve student safety, relationships, and the feeling that every student belongs. b. Tracking Success: Monitor participation and survey results to see if our efforts are working. Adjust these programs as needed to make sure they remain fair and inclusive for all student groups.		
3.4	Social-Emotional Learning (SEL) Support	1. Social-Emotional Resources and Skill-Building a. Accessible Tools: Provide both online and in-person tools to help students practice self-regulation, reflection, and emotional processing. b. Core Curriculum: Develop a structured social-emotional learning (SEL) curriculum that teaches students how to manage emotions, navigate conflict, and build resilience. c. Small-Group Support (Tier 2): Use referral and assessment data to provide extra, targeted help for students who need more support than what is provided in general advisory classes. 2. Restorative Support and Re-entry a. SEL Academy: Create a specialized program for students returning from suspension that focuses on healthy coping mechanisms and managing anxiety or grief. b. Proactive Family Collaboration: Connect with parents and guardians early to partner on student growth and behavioral support. c. Data Monitoring: Regularly track behavior, school climate, and attendance—specifically monitoring chronic absenteeism—and break this data down by student subgroups to ensure no group is being overlooked. 3. Staff Coaching and Classroom Environment a. Embedded Strategies: Provide teachers with coaching and professional development to naturally weave social-emotional strategies into their daily lessons. b. Inclusive Classrooms: Equip staff with the tools to create restorative and emotionally supportive classrooms that are welcoming to all students. c. Data-Driven Coaching: Align teacher support with actual student behavior data and observed needs to ensure the training is relevant and effective.	$823,852.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.5	504 Coordination and Implementation	1. Evaluation and Assessment a. System Review: Assess existing 504 management systems to identify gaps and evaluate efficiency, compliance, and effectiveness. b. Education Partner Input: Gather feedback from teachers, parents, and students to determine the program's impact on student success and access. c. Mental Health Support: Evaluate referral and assessment process to accurately identify mental health support needs for all students. 2. Standardized Procedures and Alignment a. Regulatory Framework: Refine clear, consistent procedures for referrals, evaluations, and plan development that align with district, state, and federal regulations. b. Quality Control: Implement measures and monitoring systems to ensure implementation fidelity across all classrooms. 3. Professional Development and Support a. Comprehensive Training: Provide staff with initial and ongoing professional development on 504 procedures, compliance requirements, and instructional best practices. b. Implementation Guidance: Offer continuous support and guidance to ensure staff can effectively maintain student supports and plan fidelity.	$334,400.00	No Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Targeted Interventions Strategic Focus: Compliance Integrity, Targeted Intervention, and Accountability for Critical Learner Groups The Goal: Ensure rigorous adherence to state-mandated LCAP requirements by providing dedicated focus to actions triggered by school performance data. This goal serves as a bridge between long-term WASC strategic efforts and immediate, data-driven interventions required for Differentiated Assistance (DA), specifically addressing the needs of English Learners (ELs), Long-Term English Learners (LTELs), and Students with Disabilities (SWD) to eliminate performance gaps and "Red" indicators on the California School Dashboard. -- This is a new goal as of Fall 2026 that does not appear in MWA's WASC.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

This goal was developed to create a clear structural distinction between MWA’s broad, multi-year WASC school improvement efforts and the specific, high-priority actions mandated by the LCAP, state dashboard, and the Differentiated Assistance (DA) process. By isolating these actions into Goal 4, MWA ensures that mandated supports for high-need student groups receive dedicated funding, monitoring, and administrative focus without disrupting the continuity of the overall school-wide action plan.

By codifying these requirements into a standalone goal, MWA addresses several critical needs identified through the LCAP reflection cycle, starting with targeted language acquisition. While general EL progress is strong, the specific needs of our 30+ ELs and 15+ LTELs require CA-approved, standards-aligned curriculum and specialized professional development to move students toward reclassification. This effort is paired with a focus on academic gap closure; LTELs require consistent, targeted intervention outside of regular instructional time. Because MWA serves an 85% unduplicated student population, these academic supports are designed to be provided school-wide, ensuring that Low Income, Foster Youth, and Students with Disabilities also benefit from increased access to tutoring and office hours.

Goal 4 prioritizes behavioral equity to address DA findings by implementing specialized support services for suspended students, the school focuses on "upstream" skill-building—such as self-control and de-escalation—specifically tailored for LTELs and SWDs who are disproportionately impacted by traditional disciplinary measures. Ultimately, Goal 4 ensures that MWA remains responsive to state accountability measures while deepening our commitment to systemic equity. It allows the school to clarify additional needs as they arise—addressing "Red" indicators in real-time—while maintaining a consistent long-term action plan for the entire school community.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	CA Dashboard Dashboard indicators in the red by student subgroup	English Language Arts: Students with Disabilities Suspension Rates: English Learners Hispanic Socioeconomically Disadvantaged Students with Disabilities (2022-23)	Math: Long-Term English Learners Chronic Absenteeism: African American/Black Students with Disabilities Suspension Rate: African American/Black English Learners Hispanic Long-Term English Learners Socioeconomically Disadvantaged Students with Disabilities (2023-24)	Suspensions: English Learners Long-Term English Learners (2024-25)	No red indicators	3 less red indicators
4.2	TA Eligibility Areas that we have been identified for Technical Assistance (Including	Metric created in Spring 2026	Metric created in Spring 2026	Metric created in Spring 2026	Not eligible for TA	***

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Differentiated Assistance)					
4.3	English Learners Number of ELs enrolled	305 (2022-23)	256 (2023-24)	256 (2024-25)	Create more visibility for our ELs to receive targeted interventions.	***
4.4	Long-Term English Learners Number of LTELs enrolled	Metric created in Spring 2026	184 (2023-24)	176 (2024-25)	Create more visibility for our LTELs to receive targeted interventions.	***

Goal Analysis [2025-26]

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.

All actions in Goal 4 are new as of Fall 2026.

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.

All actions in Goal 4 are new as of Fall 2026.

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

All actions in Goal 4 are new as of Fall 2026.

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.

All actions in Goal 4 are new as of Fall 2026.

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
4.1	Language Acquisition Program (ELs)	1. Ensure all teachers have access to standards aligned curriculum in learning spaces which supports ELs. 2. Designated eld teachers will continue utilizing the Structured English Immersion Program as our Language Instruction Program (LIP) to support ELs in English language acquisition. 3. Bring in consultants to support teachers with implementing effective strategies for ELs and LTELs, including integrated language development, scaffolding, and academic vocabulary instruction. -- Adapted from former action 1.6	$344,837.00	Yes
4.2	Language Acquisition Program (LTELs)	1. Ensure all teachers have access to standards aligned curriculum in learning spaces which supports LTELs. 2. Designated eld teachers will continue utilizing the Structured English Immersion Program as our Language Instruction Program (LIP) to support LTELs in English language acquisition. 3. Bring in consultants to support teachers with implementing effective strategies for LTELs, including integrated language development, scaffolding, and academic vocabulary instruction. -- Adapted from former action 1.6	$326,877.00	Yes

Action #	Title	Description	Total Funds	Contributing
4.3	Academic Support (LTELs)	1. Prioritizing Math: a. Focus tutoring and academic support initiatives on Math and ELA for LTELs and other critical learners (SWD, ELs, Black/African American students, etc) b. Reinforce foundational literacy and numeracy skills essential for overall academic growth. c. Address performance gaps and support grade-level mastery in core content areas. -- Adapted from former action 1.7 to specifically track LTEL progress.	$109,510.00	Yes
4.4	Student Support Services for Suspended Students (LTELs)	1. Behavioral and Social-Emotional Support for LTELs a. Support During Suspension: Provide academic and emotional help during suspensions to prevent students from falling behind and to stop repeat behavior issues. b. Skill Building: Focus on teaching students self-control, how to handle anxiety, and better ways to solve problems. c. Community and Home Connection: Use local resources to support students and share tips with families so they can use the same strategies at home. 2. Interventions for Students who are LTELs with Disabilities (SWD) a. Data-Driven Improvements: Study suspension records to find patterns and use positive behavior systems to reduce avoidable suspensions. b. Individualized Help: Provide one-on-one or small-group support (Tier 3) and alternative discipline methods for students who need extra guidance. c. Early Action: Set clear expectations and step in early to help students who are at risk of struggling. d. Specialized Staff Training: Train teachers and staff in disability awareness, how to calm tense situations (de-escalation), and clear communication.	$160,436.00	Yes

Action #	Title	Description	Total Funds	Contributing
		3. Staff Awareness and Family Engagement in LTEL support a. Staff Professional Development: Help staff better understand the specific emotional and behavioral needs of high-need student groups. b. Family Partnerships: Make family members active partners in their child's support plan through regular, open communication. c. Continuous Improvement: Regularly track suspension trends to see what is working and where we need to improve our support. -- Adapted from action 3.1 to specifically support LTELs		

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2026-27]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$3148520	$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
27.827%	0.000%	$0.00	27.827%

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	**Action:** Strengthening Tier 1 Instruction for All Students, Especially Our Critical Learners **Need:** Analysis of student performance data highlights persistent achievement gaps for unduplicated student groups, and critical learners. (Including, but not limited to: ELs, LTELs, and SWD). While overall proficiency in ELA and Math has improved, these students	This action strengthens Tier 1 instruction by providing targeted professional development, coaching, and curriculum support to ensure all teachers deliver rigorous, standards-aligned instruction with embedded SEL practices. Core instructional strategies are implemented consistently across classrooms, creating equitable access to high-quality learning. Tier 2 and Tier 3 interventions provide additional, data-informed support for students who are struggling, ensuring gaps are addressed proactively. Collaboration	1.4 (Adopted standards are implemented) 1.9 (English) 1.10 (Math) 1.11 (Science) 1.17 (Teacher Proficiency)

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
	continue to perform significantly below their peers. Data also indicate variability in Tier 1 instruction quality across classrooms, with inconsistent implementation of explicit vocabulary instruction, comprehension strategies, and structured academic discourse. Additionally, SEL integration within core instruction is uneven, limiting opportunities for all students—especially critical learners—to engage fully and develop resilience, growth mindset, and perseverance. **Scope:** LEA-wide	between teachers, the Instructional Leadership Team, and PLCs allows for ongoing review of student work and performance data, facilitating adjustments to Tier 1 instruction and enhancing outcomes for unduplicated student groups, and critical learners. (Including, but not limited to: ELs, LTELs, and SWD). This action is being provided on an LEA-wide basis because while these instructional improvements are principally directed toward closing the achievement gaps for our critical learners, implementing these high-quality Tier 1 supports and robust intervention systems across the entire school will positively impact the general student population by raising the overall rigor and consistency of instruction.	
1.2	**Action:** Enhancing Instructional Capacity and Professional Growth **Need:** Making Waves Academy has demonstrated growth in overall student outcomes; however, persistent achievement gaps remain for ELs, LTELs, and SWD. Analysis of CAASPP, ELPAC, and internal assessment data shows that these groups are not making proportional gains compared to peers, highlighting the need for more targeted, high-quality instruction. Additionally, teacher development varies across experience levels, with new teachers requiring structured onboarding and ongoing support, while all teachers benefit from consistent coaching, observation, and feedback to strengthen Tier 1 instruction.	This action strengthens instructional capacity by embedding structured, continuous coaching cycles and observation systems that target both general and critical learner-focused strategies. New teachers receive specialized onboarding to accelerate their instructional competence, while ongoing PD for Tier 1 faculty and ELD teachers equips staff with research-based strategies to meet the needs of SWD, ELs, and LTELs. Formal evaluation and regular observation cycles reinforce professional expectations, ensuring consistent instructional quality. Simultaneously, the Structured English Immersion program and explicit, LIP-aligned instruction accelerate language acquisition for ELs, supporting access to rigorous core content. Together, these components create a coherent, data-driven approach to professional growth, promoting equity and improved outcomes for all students.	1.1 (Teacher credentials and assignments) 1.3 (Facilities) 1.5 (% of Teachers Who Participate in PD) 1.15 (Teacher Retention) 1.16 (Teacher Retention) 1.18 (Coaching Sessions)

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	This action is implemented LEA-wide because while the specialized professional development and coaching cycles are principally directed to support the unique needs of ELs, LTELs, and SWD, enhancing the overall instructional capacity and observation systems school-wide ensures that the resulting improvements in teaching quality positively impact the general student population as well.	
1.3	**Action:** Improve Academic Outcomes for Critical Learner Groups **Need:** Data indicates that Students with Disabilities (SWD), English Learners (EL), and Long-Term English Learners (LTELs) consistently perform below grade-level expectations across core subjects. ELA and Math proficiency for SWDs remains particularly low, with DFS far below standard, and EL/ LTEL groups demonstrate persistent literacy gaps that limit access to grade-level content. Achievement disparities for Black/African-American and Socioeconomically Disadvantaged students also highlight the need for targeted academic interventions. Professional development and instructional supports must be explicitly designed to address these equity gaps, while supplemental and specialized services are required to ensure all students can access rigorous instruction and achieve meaningful growth. **Scope:**	This action implements a multi-pronged approach to close achievement gaps for critical learner groups. It sets measurable academic growth goals for SWDs in ELA and Math, aligning with CA State Dashboard expectations. Targeted professional development equips faculty with evidence-based strategies for inclusive Tier 1 instruction and reading support for ELs and LTELs. Refinement of Specialized Academic Instruction (SAI) and Extended School Year (ESY) services ensures these supports are closely aligned with general education. Multi-Tiered Systems of Support (MTSS) and Universal Design for Learning (UDL) coaching removes learning barriers and increases access to the core curriculum. Cross-content reading strategies strengthen language development schoolwide, and strategic partnerships with external tutoring providers expand supplemental support, particularly in Math and ELA, for SWDs, ELs, LTELs, and other high-need students. This action is provided on an LEA-wide basis because while MTSS frameworks, UDL coaching, and targeted reading strategies are principally directed toward accelerating academic outcomes for critical learners most at risk of underperformance, embedding these inclusive	1.6 (ELD PLC Attendance) 1.7 (EL Reclassification Rate) 1.8 (ELPI) 1.9 (English) 1.10 (Math) 3.10 (PD Sessions)

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
	LEA-wide	practices throughout the school's general education system will simultaneously benefit and positively impact the broader student population.	
2.1	**Action:** Improve Academic Outcomes for Critical Learner Groups **Need:** Despite the school's overall success in expanding rigorous coursework and college/career pathways, data from LCAP analysis and the recent WASC visit show that students in critical learner groups—including English Learners (ELs), Long-Term English Learners (LTELs), Students with Disabilities (SWD), low-income students, Black/African-American students, Foster Youth, and accelerated learners—face disproportionate challenges in achieving academic and postsecondary success. Metrics indicate disparities in AP success, SAT/college readiness benchmarks, and pathway completion for these students. Additionally, feedback from consistent LCAP advisory group engagement, family and student surveys, and targeted student discussions highlights that these students often require coordinated academic, emotional, and career support to navigate transitions across grade levels, access college and career resources, and engage families in postsecondary planning. Holistic supports—including attention to mental, physical, and academic well-being—are especially important for students who belong to multiple critical learner groups.	This action strengthens teamwork across departments to ensure that all critical learner groups receive consistent, high-quality support throughout their academic journey. Coordinated support and student-centered meetings allow staff to identify barriers, develop tailored interventions, and track progress on both academic outcomes and college/career readiness. Consistent systems and shared goals ensure that supports are equitable and sustained as students transition from middle to high school. By starting college and career preparation early and regularly analyzing data on graduation and readiness outcomes, the school can target interventions where they are most needed. Finally, family involvement and targeted workshops help bridge knowledge gaps for families of ELs, LTELs, and SWD, ensuring students have the guidance and resources to successfully navigate postsecondary pathways. Collectively, these strategies directly address the gaps identified for students from intersectional backgrounds and work to eliminate inequities in academic outcomes and postsecondary preparation. This action is being provided on an LEA-wide basis because while these coordinated supports and holistic interventions are principally directed toward critical learner groups, establishing consistent systems, shared goals, and early college/career preparation school-wide benefits the general student population by improving the overall quality of counseling and academic support for all students.	2.3 (Graduation Rate) 2.4 (Drop Out Rate) 2.10 (Post-Secondary Planning)

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		
2.2	**Action:** College and Career Pathway Scope and Sequence **Need:** Students at MWA require early, structured, and equitable exposure to college and career pathways to ensure they graduate ready for postsecondary success. Data from the WASC visit, its accompanying self-study, and ongoing LCAP monitoring indicate that while access to rigorous courses like AP and A-G classes is increasing, gaps remain in college and career readiness for English Learners, Students with Disabilities, Foster Youth, Low-Income students, and Black/African-American students. Furthermore, consistent LCAP advisory group engagement and family and student surveys reveal that students benefit immensely from hands-on experiences, advisory guidance, and targeted coaching to develop the knowledge, skills, and confidence needed to navigate postsecondary options. Student discussions corroborate that without this structured exposure and support, students may lack clarity on options, struggle with planning, or enter high school unprepared to make informed decisions about their futures. **Scope:** LEA-wide	This action provides a vertically aligned scope and sequence of college and career experiences, starting in middle school and continuing through high school, to build readiness skills progressively. Early exposure activities, including college and career exploration trips, visits from college representatives, and a College & Career Fair, help students develop awareness of postsecondary options. Targeted workshops and advisory lessons support critical learner groups, closing readiness gaps and ensuring equitable access to preparation. The integration of college and career content into advisory programs, combined with specialized coaching on admissions, major selection, financial literacy, and transition planning, ensures that students receive personalized guidance aligned with their needs. Regular progress monitoring allows advisors to adjust supports as needed, helping every student graduate with a clear plan and the skills needed for postsecondary success, in alignment with LCAP priorities and WASC recommendations. This action is provided on an LEA-wide basis because while targeted workshops and advisory lessons are principally directed toward closing readiness gaps for critical learner groups, providing a structured, vertically aligned scope and sequence of college and career experiences across all grade levels ensures that the entire student population graduates with clear postsecondary plans and readiness skills.	2.3 (Graduation Rate) 2.4 (Drop Out Rate) 2.10 (Post-Secondary Planning)

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
2.3	**Action:** Graduation Pathways **Need:** MWA students need structured, equitable pathways to ensure they meet graduation requirements and are prepared for postsecondary success. Data from the WASC visit, self-study, and LCAP reviews indicate that early exposure to college and career requirements, particularly A-G course planning, is critical for students to make informed academic choices and build foundational skills. Additionally, critical learner groups—including English Learners, Students with Disabilities, Black/African-American students, low-income students, and Foster Youth—face systemic barriers to completing rigorous coursework and accessing postsecondary opportunities. Feedback gathered through consistent LCAP advisory group engagement, family and student surveys, and focus group student discussions underscores the pressing need to better support transitions from middle to high school so students can navigate course selection, graduation requirements, and career exploration effectively, while experiencing meaningful hands-on and community-engaged learning opportunities. **Scope:** LEA-wide	This action creates clear, accessible graduation pathways that guide students from middle school through high school, ensuring they meet state graduation requirements and are prepared for postsecondary success. Early preparation components, such as 8th-grade awareness of A-G requirements, career exploration, and postsecondary exposure, provide students with the knowledge and skills to make informed academic choices before high school. The action prioritizes equitable access to rigorous coursework for all students, especially those in critical learner groups, and includes mechanisms like credit recovery or a fifth-year option to ensure no student falls behind. Experiential learning opportunities, including field trips and community engagement, allow students to apply classroom knowledge in real-world contexts, while peer transition support connects middle school students with upper school mentors to model successful pathways and build confidence in planning for the future. This multi-pronged approach ensures that all students can graduate with tangible wins and clear postsecondary plans, aligning directly with the goal of fostering college and career readiness. This action is implemented LEA-wide because while prioritizing equitable access to rigorous coursework and credit recovery mechanisms is principally directed at removing systemic barriers for critical learner groups, establishing clear graduation pathways, early A-G awareness, and strong transition supports school-wide positively impacts the general population by ensuring all students stay on track for graduation and long-term success.	2.2 (A-G Course Completion %) 2.8 (UC and CSU Eligibility) 3.12 (8th grade retention rates) 3.13 (Upper school retention rates)

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
2.4	**Action:** Postsecondary Readiness Pathways **Need:** Students at Making Waves Academy (MWA) need clear and equitable pathways to postsecondary success that are aligned with both student interests and workforce demands. The recent WASC visit and self-study highlighted the importance of vertical alignment and program expansion to ensure students are prepared for college, careers, and meaningful postsecondary experiences. Data shows that while AP participation and SAT participation have grown, there are gaps in achievement and readiness, particularly in ensuring students not only access rigorous coursework but also succeed in it. Additionally, insights drawn from consistent LCAP advisory group engagement, family and student surveys, and open student discussions emphasize that students need increased exposure to career and technical education (CTE) pathways and high-demand fields that connect directly to their academic goals. Providing concurrent enrollment opportunities and ensuring college credit articulation are essential to supporting a smooth transition from high school to higher education, particularly for students who may not have family experience navigating postsecondary options. **Scope:** LEA-wide	This action addresses these needs by creating Postsecondary Readiness Pathways that integrate CTE, concurrent enrollment, and AP access into a coherent system. The school surveys students, including middle schoolers, to gauge interest in future CTE offerings and uses the results to develop pathways aligned with in-demand fields, ensuring relevance and engagement. Partnerships with local colleges expand course offerings and align them with students' academic and career interests, while credit articulation agreements strengthen transitions to higher education. Broad access to AP courses is maintained, and SAT scores and AP exam pass rates (3+) are formally tracked as indicators of college readiness. Together, these strategies ensure that all students have access to rigorous academic opportunities, aligned career pathways, and actionable postsecondary plans, supporting equitable preparation for college and careers while responding directly to WASC findings and LCAP priorities. This action is provided on an LEA-wide basis because while targeted tracking and expanded CTE or concurrent enrollment opportunities are principally directed toward closing achievement gaps for underrepresented students, building a coherent system of rigorous academic opportunities and career pathways school-wide elevates postsecondary readiness and success for the entire student body.	2.1 (CTE) 2.5 (AP Pass Rate) 2.6 (EAP) 2.7 (CCI) 2.13 (CTE pathway and UC/CSU Eligibility)

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
3.1	**Action:** Student Support Services for Suspended Students **Need:** Making Waves Academy has seen disproportionately high suspension rates among Students with Disabilities (SWD), English Learners, Black/African-American students, and Long-Term English Learners, with SWD suspensions rising from 7.4% in 2021-22 to 17.9% in 2023-24 and EL suspensions increasing from 8.5% to 17.5% over the same period. While overall suspensions have decreased through restorative practices and targeted interventions, these groups continue to experience barriers to consistent school engagement and academic progress. Data also shows that students removed through exclusionary discipline—particularly those from high-need groups—are at increased risk of disengagement, falling behind academically, and repeating negative behaviors. There is a need for proactive, culturally responsive, and individualized supports during suspensions to address these disparities and prevent students from falling further behind. **Scope:** LEA-wide	The Student Support Services for Suspended Students action directly targets these disparities by providing tiered academic and social-emotional interventions during suspension periods. Students receive individualized or small-group support (Tier 3) to maintain academic progress while also building skills in self-control, anxiety management, and problem-solving. Culturally responsive approaches prioritize SWD, ELs, Black/African-American students, and other high-need groups, ensuring that interventions are respectful and inclusive. The program strengthens family partnerships and leverages community resources so strategies are reinforced at home, while staff receive professional development on de-escalation, disability awareness, and behavior management. Data-driven tracking of suspension patterns ensures continuous improvement, enabling the school to reduce avoidable suspensions, prevent repeated behaviors, and support the re-engagement and well-being of students most at risk.	3.3 (Suspension Rate) 3.4 (Expulsion Rate) 3.10 (PD Sessions)
3.2	**Action:** Annual Communication Planning **Need:**	The Annual Communication Planning action addresses this need by establishing structured feedback and engagement systems that ensure student, family, and staff input directly informs	3.14 (Engagement Events) 3.15 (Engagement Events) 3.18 (ParentSquare Engagement)

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
	Data from the WASC self-study shows that while families report high satisfaction with school responsiveness (88%) and safety (97%), students' perception of school connectedness, though improved, remains lower at 52%. Additionally, awareness of support services varies across student groups, particularly for Students with Disabilities, English Learners, and Black/African-American students. This gap indicates that while the school has effective programs in place, inconsistent communication limits equitable access to academic supports, extracurricular opportunities, and social-emotional resources, which can affect engagement, belonging, and academic success for high-need student groups. **Scope:** LEA-wide	school decision-making. By creating a consistent communication schedule for updates on meetings, events, and surveys, the school strengthens awareness of available programs and supports, particularly for Students with Disabilities, English Learners, and other high-need groups. Additionally, using student survey feedback to highlight high expectations and celebrate progress reinforces a culture of support and belonging, helping students feel seen and connected, while family-focused communications ensure equitable access to resources and involvement in academic and social-emotional support systems.	
3.3	**Action:** Increase in School Connectedness **Need:** Despite overall gains in school climate and safety, students from critical learner groups—including English Learners (ELs), Low-Income, Foster Youth, Black/African-American students, and Students with Disabilities (SWD)—still experience gaps in school connectedness and a sense of belonging. While perception data shows positive trends (e.g., "School Connectedness" increased to 52% in 2024-25), targeted analysis highlights that engagement and relational connections	This action strengthens school connectedness by intentionally targeting both students and families from critical learner groups through structured opportunities for engagement, leadership, and representation. Focus groups, interviews, and climate surveys provide data to guide programming that fosters belonging and celebrates diversity, such as school-wide cultural events and student-led initiatives. Family empowerment is central, with workshops, volunteer opportunities, and decision-making roles informed by parent surveys ensuring that families—including ELs, Foster Youth, Low-Income, Black/African-American, and SWD—have meaningful access to participate. Staff training on	3.5 (School Climate Surveys) 3.6 (School Climate Surveys) 3.7 (Parent Participation) 3.8 (Number of Parents who participate in family workshops) 3.9 (PD Sessions) 3.11 (Student Input) 3.16 (Student vs. Staff Demographics)

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
	remain uneven for these student populations. Additionally, family involvement varies across groups, with some families facing barriers to meaningful participation in school programs and decision-making. The decline in EL enrollment (from 31% to 23%) further suggests that connection and inclusivity efforts for this group require reinforcement. **Scope:** LEA-wide	family partnership and clear, accessible communication tools further supports consistent engagement. By systematically monitoring participation and feedback, MWA ensures that these efforts are both equitable and effective, directly addressing disparities in student connection and family involvement.	
3.4	**Action:** Social-Emotional Learning (SEL) Support **Need:** MWA's data highlights that while overall school climate and connectedness are improving, specific student groups—particularly Students with Disabilities (SWD), English Learners (ELs), and African American students—continue to experience challenges in engagement, behavioral regulation, and attendance. Chronic absenteeism for these groups, though declining, remains higher than average (SWD at 32.6%, African American students at 36.4%), and suspension rates have historically been disproportionately high for SWD, ELs, and Long-Term English Learners. Additionally, restorative practices and behavior interventions have been applied inconsistently, often after incidents rather than preventing them. This demonstrates a need for systematic, proactive social-emotional support that equips students with coping strategies, resilience, and relationship skills before crises	The SEL Support action directly responds to these disparities by providing a tiered, data-driven framework for social-emotional development. Online and in-person tools, along with a structured SEL curriculum, ensure that all students have daily opportunities to practice emotional regulation, conflict resolution, and resilience. Targeted small-group support (Tier 2) addresses students who historically experience higher suspension or absenteeism, such as SWD, ELs, and African American students, offering additional interventions informed by referral and assessment data. Programs like the SEL Academy support students returning from suspension, promoting healthy coping and reintegration. Staff coaching and embedded strategies equip teachers to create inclusive, restorative classrooms while ongoing monitoring of behavior, attendance, and climate data ensures that interventions are effective and equitable across all student groups. This approach builds on MWA's culture of safety and belonging while proactively reducing risk factors for disengagement and disciplinary exclusion.	3.1 (Chronic Absenteeism Rate) 3.2 (Attendance Rate ADA) 3.17 (Staff Satisfaction Survey)

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
	occur, ensuring all students feel safe, supported, and able to fully engage in learning. **Scope:** LEA-wide		
3.5	**Action:** 504 Coordination and Implementation **Need:** Data from MWA shows that Students with Disabilities (SWD) have historically experienced higher suspension rates and chronic absenteeism compared with their peers, indicating inconsistent access to supports and interventions. While restorative practices and MTSS have reduced overall disciplinary actions, the rising suspension rate for SWD (17.9% in 2023–2024) suggests gaps remain in proactively identifying and addressing individual needs. Additionally, student and parent feedback highlight variability in awareness and access to 504 services, and mental health referrals are not always aligned with student needs. This underscores the need for a more consistent, data-driven system to ensure SWD receive equitable, timely, and effective supports in both academic and social-emotional domains. **Scope:** LEA-wide	The 504 Coordination and Implementation action strengthens systems by standardizing procedures for evaluation, referral, and plan implementation, ensuring compliance with federal, state, and district requirements while reducing inconsistencies across classrooms. By gathering feedback from teachers, students, and families, the school can align supports with actual student needs and improve mental health referral processes. Professional development and data-driven coaching equip staff with the skills to maintain plan fidelity and foster restorative, inclusive classrooms, directly addressing the disproportionality in suspensions and enhancing access to supports that promote both academic success and social-emotional well-being for SWD.	1.2 (Instructional Materials) 1.4 (Adopted standards are implemented) 3.10 (PD Sessions)

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
4.1	**Action:** Language Acquisition Program (ELs) **Need:** In 2023, 53.4% of English Learners (EL) at MWA progressed at least one level on the English Learner Progress Indicator (ELPI), and the school successfully met the reclassification rate goals established in the previous LCAP cycle. To maintain this positive trajectory and ensure continuous linguistic growth, MWA will continue to implement and refine the evidence-based methods that led to these results. With a population of 21% English Learners, MWA exceeds the state threshold of 30 ELs and 15 Long-Term English Learners (LTELs), making this a required LCAP action to ensure equitable access to core content and English language proficiency. **Scope:** Limited to Unduplicated Student Group(s)	MWA will provide EL students with high-quality, designated instruction using California-approved, standards-aligned curriculum to ensure academic vocabulary and language mastery. By continuing the implementation of language acquisition programs as defined in EC Section 306, the school provides a structured framework for linguistic development. Furthermore, ongoing professional development ensures that educators are equipped with the latest pedagogical strategies to support ELs in both designated and integrated settings, fostering a school-wide environment of language support.	Adapted from former action 1.6 1. Ensure all teachers have access to standards aligned curriculum in learning spaces which supports ELs. 2. Designated eld teachers will continue utilizing the Structured English Immersion Program as our Language Instruction Program (LIP) to support ELs in English language acquisition. 3. Bring in consultants to support teachers with implementing effective strategies for ELs and LTELs, including integrated language development, scaffolding, and academic vocabulary instruction.
4.2	**Action:** Language Acquisition Program (LTELs) **Need:**	This action provides LTELs with dedicated, standards-aligned instruction using California-approved materials specifically curated to address advanced language development. By continuing	1.4 (Adopted Standards Implementation) 1.5 (% of Teachers Who Participate in PD)

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	While MWA celebrated a 53.4% ELPI progression rate in 2023 and met previous reclassification targets, data analysis indicates a continued need for specialized support for Long-Term English Learners (LTELs). With 10% of our student body classified as LTELs, MWA exceeds the state-mandated threshold of 15 students for required action. These students require targeted linguistic interventions to move beyond intermediate proficiency and achieve full English reclassification, ensuring they can fully access the rigors of grade-level content. **Scope:** Limited to Unduplicated Student Group(s)	the implementation of language acquisition programs as defined in EC Section 306, MWA ensures that LTELs receive the designated support necessary to bridge the gap between social and academic language. Additionally, professional development and consultant support will focus on high-leverage strategies—such as complex scaffolding and academic vocabulary—that are essential for helping LTELs overcome specific hurdles to reclassification.	1.7 (EL reclassification rate) 1.8 (ELPI)
4.3	**Action:** Academic Support (LTELs) **Need:** Internal and state assessment data reveal persistent performance gaps in Mathematics and English Language Arts (ELA) for Long-Term English Learners (LTELs). To master grade-level standards and overcome cumulative learning gaps, these students require consistent, targeted intervention that extends beyond the regular instructional day. Because LTELs were identified for Differentiated Assistance (DA) under Priority 4, and MWA serves a population exceeding 30 ELs and 15 LTELs, this action is a mandated priority to ensure equitable academic outcomes.	MWA will provide intensive academic support through a multi-pronged approach involving specialized tutoring, teacher-led office hours, and strategic partnerships with external educational agencies. While specifically designed to address the DA findings for LTELs in Math and ELA, this action is implemented on a school-wide basis due to MWA's 85% unduplicated student population. This broad implementation ensures that the intervention remains inclusive, reaching English Learners, Foster Youth, and Low-Income students, as well as Students with Disabilities (SWD) who were identified through the school's needs assessment as requiring foundational support in core content areas.	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) 2.2 A-G Course Completion 2.12 (Access to a Broad Course of Study)

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Scope: Limited to Unduplicated Student Group(s)		
4.4	**Action:** Student Support Services for Suspended Students (LTELs) **Need:** Data from the California School Dashboard indicates that Long-Term English Learners (LTELs) at MWA are disproportionately impacted by exclusionary disciplinary practices. Because LTELs were identified for Differentiated Assistance (DA) in Priority 6 (School Climate), there is a documented need to implement specialized behavioral and social-emotional interventions. This action addresses the requirement to reduce suspension rates and provide meaningful academic and emotional continuity for students who are at risk of disengagement due to behavioral challenges. **Scope:** Limited to Unduplicated Student Group(s)	MWA will implement a comprehensive support system that shifts from punitive measures to restorative and proactive interventions. By providing academic and emotional support during and after suspensions, the school ensures that LTELs—including those with disabilities—do not fall behind in their coursework. The action integrates Tier 3 individualized supports, specialized staff training in de-escalation, and enhanced family engagement to create a unified support network. This "upstream" approach addresses the root causes of behavioral issues, such as anxiety and communication barriers, fostering a safer and more inclusive school climate that keeps students in the classroom.	3.1 (Chronic Absenteeism) 3.3 (Suspension Rate) 3.5 (School Climate Surveys - Safety) 3.6 (School Climate Surveys - Connectedness) 3.10 PD Sessions (Intervention for SWD) 3.18 (ParentSquare Engagement)

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.

After completing our WASC self-study, reviewing multiple years of local and state data, and engaging in dialog with our community, MWA has identified the actions in Goal 4 (4.1 Language Acquisition Program (ELs); 4.2 Language Acquisition Program (LTELs); 4.3 Academic Support (LTELs); 4.4 Student Support Services for Suspended Students (LTELs)) tp provide targeted interventions to our student populations that are currently showing the most need for additional supports. 21% of students at MWA are English Learners and 10% are Long-Term

English Learners. These actions are limited to the unduplicated students in these subgroups to provide the support needed to close the gap in suspensions and academics.

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.

MWA is funding Teacher Aides to provide targeted, in-class academic scaffolding; an Associate Director of Career Development and Internship to provide direct mentorship and equitable access to workforce opportunities; and a Program Specialist to deliver specialized interventions and coordinated student supports.

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

2026-27 Total Planned 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	11314486	3148520	27.827%	0.000%	27.827%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$8,778,175.00	$800,919.00	$0.00	$500,291.00	$10,079,385.00	$9,367,204.00	$712,181.00

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	Strengthening Tier 1 Instruction for All Students, Especially Our Critical Learners	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$1,448,324.00	$10,954.00	$1,379,376.00	$67,716.00	$0.00	$12,186.00	$1,459,278.00	
1	1.2	Enhancing Instructional Capacity and Professional Growth	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$1,588,091.00	$182,299.00	$1,103,753.00	$246,066.00	$0.00	$420,571.00	$1,770,390.00	
1	1.3	Improve Academic Outcomes for Critical Learner Groups	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$2,108,321.00	$15,214.00	$1,989,737.00	$127,108.00	$0.00	$6,690.00	$2,123,535.00	
2	2.1	Improve Academic Outcomes for Critical Learner Groups	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$121,921.00	$17,198.00	$129,084.00	$0.00	$0.00	$10,035.00	$139,119.00	
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			$152,652.00	$12,907.00	$165,559.00	$0.00	$0.00	$0.00	$165,559.00	
2	2.3	Graduation Pathways	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$721,492.00	$182,582.00	$904,074.00	$0.00	$0.00	$0.00	$904,074.00	
2	2.4	Postsecondary Readiness Pathways	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$134,274.00	$5,291.00	$139,565.00	$0.00	$0.00	$0.00	$139,565.00	
3	3.1	Student Support Services for Suspended Students	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$557,444.00	$51,709.00	$558,363.00	$15,629.00	$0.00	$35,161.00	$609,153.00	
3	3.2	Annual Communication Planning	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$211,479.00	$9,714.00	$215,495.00	$0.00	$0.00	$5,698.00	$221,193.00	

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
3	3.3	Increase in School Connectedness	Students with Disabilities	No Yes	LEA-wide				$296,062.00	$151,545.00	$447,607.00	$0.00	$0.00	$0.00	$447,607.00	
3	3.4	Social-Emotional Learning (SEL) Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$771,290.00	$52,562.00	$813,852.00	$10,000.00	$0.00	$0.00	$823,852.00	
3	3.5	504 Coordination and Implementation	Students with Disabilities	No Yes	LEA-wide				$320,477.00	$13,923.00	$0.00	$334,400.00	$0.00	$0.00	$334,400.00	
4	4.1	Language Acquisition Program (ELs)	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			$343,918.00	$919.00	$334,887.00	$0.00	$0.00	$9,950.00	$344,837.00	
4	4.2	Language Acquisition Program (LTELs)	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			$324,695.00	$2,182.00	$326,877.00	$0.00	$0.00	$0.00	$326,877.00	
4	4.3	Academic Support (LTELs)	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			$106,328.00	$3,182.00	$109,510.00	$0.00	$0.00	$0.00	$109,510.00	
4	4.4	Student Support Services for Suspended Students (LTELs)	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			$160,436.00	$0.00	$160,436.00	$0.00	$0.00	$0.00	$160,436.00	

2026-27 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
11314486	3148520	27.827%	0.000%	27.827%	$8,778,175.00	0.000%	77.584 %	**Total:**	$8,778,175.00
								LEA-wide Total:	$7,846,465.00
								Limited Total:	$931,710.00
								Schoolwide Total:	$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Strengthening Tier 1 Instruction for All Students, Especially Our Critical Learners	Yes	LEA-wide	English Learners Foster Youth Low Income		$1,379,376.00	
1	1.2	Enhancing Instructional Capacity and Professional Growth	Yes	LEA-wide	English Learners Foster Youth Low Income		$1,103,753.00	
1	1.3	Improve Academic Outcomes for Critical Learner Groups	Yes	LEA-wide	English Learners Foster Youth Low Income		$1,989,737.00	
2	2.1	Improve Academic Outcomes for Critical Learner Groups	Yes	LEA-wide	English Learners Foster Youth Low Income		$129,084.00	
2	2.2	College and Career Pathway Scope and Sequence	Yes	LEA-wide	English Learners Foster Youth Low Income		$165,559.00	
2	2.3	Graduation Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income		$904,074.00	

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	2.4	Postsecondary Readiness Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income		$139,565.00	
3	3.1	Student Support Services for Suspended Students	Yes	LEA-wide	English Learners Foster Youth Low Income		$558,363.00	
3	3.2	Annual Communication Planning	Yes	LEA-wide	English Learners Foster Youth Low Income		$215,495.00	
3	3.3	Increase in School Connectedness	Yes	LEA-wide			$447,607.00	
3	3.4	Social-Emotional Learning (SEL) Support	Yes	LEA-wide	English Learners Foster Youth Low Income		$813,852.00	
3	3.5	504 Coordination and Implementation	Yes	LEA-wide			$0.00	
4	4.1	Language Acquisition Program (ELs)	Yes	Limited to Unduplicated Student Group(s)	English Learners		$334,887.00	
4	4.2	Language Acquisition Program (LTELs)	Yes	Limited to Unduplicated Student Group(s)	English Learners		$326,877.00	
4	4.3	Academic Support (LTELs)	Yes	Limited to Unduplicated Student Group(s)	English Learners		$109,510.00	
4	4.4	Student Support Services for Suspended Students (LTELs)	Yes	Limited to Unduplicated Student Group(s)	English Learners		$160,436.00	

2025-26 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$9,055,874.00	$9,717,179.00

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	$357,709.00	442456
1	**1.2**	Strengthening Tier 1 Instruction and Differentiation	Yes	$1,900,765.00	1978432
1	**1.3**	Enhancing Progress Monitoring and Data Analysis	Yes	606728	717215
1	**1.4**	Improve Academic Outcomes for Special Education Students	No	$698,901.00	847929
1	**1.5**	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	404371	474547
1	**1.6**	Language Acquisition Program	Yes	560462	612471
1	**1.7**	Academic Support	No	145746	78907
2	**2.1**	Vertically Aligned Systems for Seamless College and Career Support	Yes	$721,404.00	780181
2	**2.2**	College and Career Pathway Scope and Sequence	Yes	$701,223.00	743903
2	**2.3**	Graduation Pathways	Yes	$622,613.00	796641
2	**2.4**	Postsecondary Readiness Pathways	No	150000	85000

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.1	Student Support Services for Students that are Suspended	Yes	621551	671695
3	3.2	Integrated Family Engagement	Yes	$472,093.00	527912
3	3.3	SWD Suspension Rate Reduction	No	$270,413.00	322114
3	3.4	Increase in School Connectedness	Yes	$492,368.00	574227
3	3.5	SEL Support	Yes	$248,978.00	0
3	3.6	504 Coordination and Implementation	No	$80,549.00	63549

2025-26 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)
3012829	$7,710,266.00	$8,319,680.00	($609,414.00)	0.000%	47.000%	47.000%

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	357709	442456		24%
1	1.2	Strengthening Tier 1 Instruction and Differentiation	Yes	1900765	1978432		4%
1	1.3	Enhancing Progress Monitoring and Data Analysis	Yes	606728	717215		18%
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	404371	474547		17%
1	1.6	Language Acquisition Program	Yes	560462	612471		9%
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	Yes	721404	780181		
2	2.2	College and Career Pathway Scope and Sequence	Yes	701223	743903		
2	2.3	Graduation Pathways	Yes	622613	796641		
3	3.1	Student Support Services for Students that are Suspended	Yes	621551	671695		
3	3.2	Integrated Family Engagement	Yes	472093	527912		
3	3.4	Increase in School Connectedness	Yes	492369	574227		
3	3.5	SEL Support	Yes	248978			

2025-26 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)
11662691	3012829	0	25.833%	$8,319,680.00	47.000%	118.336%	$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, Statues 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 2026-27, 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 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 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.

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- **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 #

- 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 32627(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:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

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

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

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

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

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

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

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

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

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

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on 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

CEO Employment Agreement / Option Exercise

Section: VI. Action Items
Item: E. CEO Employment Agreement / Option Exercise
Purpose: Vote
Submitted by: Alicia Malet Klein
Related Material: CEO Contract 2025.pdf

BACKGROUND:

The board approved the CEO contract last year, which included terms for three years. It will vote to exercise the option for Year 2 to facilitate a smooth transition to leadership by the executive director and ensure instructional oversight at the upper school while a search is underway for a US division director.

EMPLOYMENT AGREEMENT
Between
MAKING WAVES ACADEMY & ALTON B. NELSON

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Making Waves Academy ("MWA"), a California nonprofit public benefit corporation charter school approved by the Contra Costa County of Education (hereinafter referred to as the "granting authority").

The Board desires to hire employees who will assist MWA in achieving the goals and meeting the requirements of MWA's charter, and implementing MWA's purposes, policies, and procedures. The parties recognize that MWA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, MWA and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. MWA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. MWA has been duly approved by the granting authority, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, MWA has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, MWA is considered a separate legal entity from the granting authority, which granted the charter. The granting authority shall not be liable for any debts and obligations of MWA, and the employee signing below expressly recognizes that he is being employed by MWA and not the granting authority.

3. Pursuant to Education Code section 47610, MWA must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. MWA shall be deemed the exclusive public school employer of the employees at MWA for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**
The Employee shall work in the position of CEO. The Employee will perform such duties as MWA may reasonably assign and the Employee will abide by all of

MWA's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by MWA's charter.

The Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

2. **Term and Work Schedule**
Subject to Section C, "Termination of this Agreement" herein, MWA hereby employs the Employee for a one-year term commencing on July 1, 2025 and ending June 30, 2026. The term of this Agreement may be extended for two additional years, upon mutual consent of the parties by February 15th of the previous fiscal year.

The minimum daily work schedule for this full-time position shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Employee shall generally be available during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with MWA.

3. **Compensation**
The annual compensation for this position shall be as follows, which allows for a 3% annual cost of living increase in Years 2 and 3:

FY26: $360,000
FY27: $370,800 (if option mutually executed)
FY28: $381,924 (if option mutually executed)

The Employee's compensation may be prorated depending on whether he remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Benefits**
a. **Health Benefits/Retirement.** The Employee shall be entitled to participate in designated employee benefit programs and plans established by MWA (subject to program and eligibility requirements) for its employees, which from time to time may be amended and modified by MWA in its sole discretion.

MWA's benefits are on a calendar-year cost cycle, and the state has not yet determined the FY26 STRS contribution level. The value of the benefits component of this contract can be estimated by reviewing the FY25 benefits

and retirement package for the Employee shown below and anticipating inflationary cost increases:

State Teacher Retirement System (STRS) (No 403b match): $66,157
Medical: $35,720
Dental: $2,456
Vision: $221
Basic Life Insurance: $311
Long Term Disability: $240

Total: $105,105

b. **Retention Bonus.** The Employee shall be entitled to the retention bonus as set forth in MWA's retention policies.

5. **Performance Evaluation**
The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and agreed upon KPIs. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. The Board president will conduct the annual performance evaluation each fall and the Employee shall have the right to make an oral or written response to the evaluation.

6. **Employee Rights**
Employment rights and benefits for employment at MWA shall only be as specified in this Employment Agreement, MWA's charter, the Charter Schools Act and MWA's Employee Handbook, which from time to time may be amended and modified by MWA. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, The Employee shall not acquire or accrue tenure, or any employment rights with MWA.

7. **Child Abuse and Neglect Reporting**
California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his professional capacity or within the scope of his employment whom he knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its

provisions.

8. **Conflicts of Interest**
The Employee understands that, while employed at MWA, he will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his employment with MWA.

9. **Outside Professional Activities**
Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. MWA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Expense Reimbursement**
MWA shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable MWA policy and authorization.

11. **Required Contract Provisions**
The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

b. Required Reimbursements. The Employee shall be required to reimburse MWA for any salary or fees he receives from MWA in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse MWA for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of office/position.

C. TERMINATION OF CONTRACT
This Agreement may be terminated by any of the following:

1. **Termination For Cause**
The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause

during the term of this Agreement. “Cause” shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee’s failure to satisfactorily perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee’s exclusive right to any hearing otherwise required by law.

2. **Early Termination Without Cause**
The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based upon any remaining calendared work days) for the term of this Agreement for a maximum of six (6) months. The Employee shall not be entitled to payment under this section in the event MWA elects not to extend the term of this Agreement as detailed in section A(2) above.

3. **Death or Incapacitation of the Employee**
The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

4. **Revocation/Non-renewal**
In the event that the MWA Charter is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/non-renewal of the charters, and without the need for the process outlined in Sections a or b above.

5. Non-Renewal/Expiration of Term
This Agreement does not automatically renew upon expiration of the term. The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

D. GENERAL PROVISIONS
1. **Waiver of Breach**
The waiver by either party, or the failure of either party to claim a breach of any

provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**
The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**
This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**
If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Interpretation and Opportunity to Counsel**
The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

6. **Severability**
If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

7. **Execution of Counterparts**
This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

8. **Signatures**
In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

E. ACCEPTANCE OF EMPLOYMENT
By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with MWA on the terms specified herein.

2. All information I have provided to MWA related to my employment is true and accurate.

3. A copy of the job description and KPIs are attached hereto.

4. This is the entire agreement between MWA and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____
Alton B. Nelson

MWA Approval:
Date: _____ _____
Alicia Malet Klein, Board President

This Employment Agreement is subject to ratification and approval by the Governing Board of MWA.

MWA CEO Job Description

The role of the Making Waves Academy (MWA) Chief Executive Officer (CEO) is to provide executive level leadership for the growth, management, and sustainability of MWA. Additional areas of leadership include but not are not limited to building a strong culture of accountability, stability, impact, and compliance. The position resides within the "central office" for MWA. An additional important role for the MWA CEO moving forward is to continue to build alignment between MWA's current model and MWA's vision for the future, which includes technology-assisted learning, focusing on innovation and continuous improvement and further enhancing holistic support. The MWA CEO monitors implementation of the MWA strategic plan and provides oversight of MWA school performance, school leader performance and support, and central office staff performance and support. With an increased focus on strategic initiatives related to college access and success, it is also important to develop, refine, and maintain a solid foundation of formalized operational processes, progress monitoring feedback loops, and metrics to insure MWA continues to be successful, impactful, and results-oriented. In the event of a principal/head of school vacancy, the CEO will serve in the role until one is hired.

Focus areas:

1. Organizational Leadership – Provide direction, oversight, and leadership to MWA leaders, admin, and staff; maintain alignment of vision and mission with actions.

2. Governance & Stakeholder Relations – Receive input from, manage relations with, and report out to MWA, MWF, and charter authorizer boards, the MWEF Executive Committee, and MWA stakeholder groups.

3. Growth/Expansion (Strategic Plan Implementation) – Continued refinement, development, implementation, and progress monitoring of the strategic plan and ongoing due diligence and dialogue regarding growth strategy and tactics.

4. Compliance – Provide oversight and direction in the areas of 1) Federal, state, local, and charter compliance activities; 2) Budget activities through the ***Local Control Accountability Plan*** (LCAP); 3) ***WASC*** accreditation activities and six-year plan implementation; and 4) the Single Plan for Student Achievement (SPSA) activities and implementation.

Position Detailed Duties & Responsibilities:

Under the current MWA organization structure and approved strategic plan, the work of the CEO is executive leadership, supervision, oversight, execution, and progress monitoring of the MWA portion of the Making Waves strategic plan. Responsibilities and duties include:

I. Organizational Leadership

a. Set up systems to identify and track progress on organizational goals using key performance indicators and metrics; analyze and act on the data provided; gather and utilize information from MWA internal and external stakeholders to assess

overall health of the organization and mission and vision alignment.
b. Supervise, evaluate, and hire/terminate the MWA senior school director and all central office executive leadership.
c. Provide oversight and set the vision for student and adult learning content and practices (e.g. Common Core State Standards and cultural competency training).

II. Governance and Stakeholder Relations
a. Work closely with, seek input from, and provide updates to various governance and stakeholder entities – e.g. MWA Board, School Site Council (SSC), charter authorizer board(s), MWEF Board, MWF Executive Committee, and Founder.
b. Work closely with other Making Waves executive leaders in the Making Waves Foundation to collaborate with and align on organizational practices; provide updates on programmatic and strategic initiatives.
c. Develop and maintain strong and supportive relationships and good communication with our charter authorizers (the Contra Costa County Office of Education) and our SELPA provider for Special Education.

III. Growth/Expansion (Strategic Plan Implementation)
a. Provide leadership for and implement the Making Waves Strategic Plan initiatives, meet the annual milestones, and report out on progress against the plan.
b. Work with the MWA COO and MWEF CEO to understand and forecast financial allocations of revenues and expenses that align with the strategic plan and sustainability of the organization.
c. Establish and maintain a local, statewide, and national profile to increase awareness of MWA in seeking support and strategic partnership opportunities for the school.

IV. Compliance MAYBE THIS IS NOW COO?
a. Oversee financial record keeping and reporting practices to meet all local, state, federal, and charter authorizer regulations including audits, LCAP, attendance reporting, and WASC accreditation activities.
b. Work with the MWA COO, Director of Finance, principal/head of school, division directors, finance committee, and audit committee to insure adherence to audit-compliant federal, state, and county financial reporting deadlines; systems controls are being adhered to.
c. Work with MWA principal/head of school and COO to oversee and implement compliance protocols and procedures (for California public schools and federally funded programs) for but not limited to: personnel, mandated reporting, sexual harassment training, and teacher credentialing screening and reporting.

Educational Requirement:
• Bachelors & Masters Required
• Graduate studies and/or a degree in Educational Leadership, an MBA, or non-profit

management

Desired:

• 15-20 or more years of experience K-12 education
• 10 or more years of school leadership experience; 8 or more years of that experience specifically in charter schools
• Budget development and financial reporting experience in public schools
• 8-10 years or more of reporting to and working with a Board of Directors.
• Professional orientation – appearance, communication, organization, detail orientation, follow through, and attitude.
• Experience working with students and families from historically underserved communities.

Coversheet

ED Employment Agreement

Section: VI. Action Items
Item: F. ED Employment Agreement
Purpose: Vote
Submitted by: Alicia Malet Klein
Related Material: MWA ED Compensation Comparability Study 2026.pdf
MWA ED EMPLOYMENT AGREEMENT JUNE 2026.pdf

BACKGROUND:

The board will vote on a 3-year contract for Executive Director Liz Martinez.

RECOMMENDATION:

Regarding approval of the ED's employment agreement, the board is required by law to indicate, prior to any vote on the employment agreement, that the agreement provides the following:

1. A term of three years from July 1, 2026 to June 30, 2029.
2. A work schedule of a minimum of 260 days annually;
3. A base annual salary of $310,000 for the 2026-27 school year, with 3% cost-of-living increases annually in Years 2 and 3.
4. Eight days of paid sick leave plus two personal days per year.
5. 24 days of paid vacation per year.
6. Health benefit premiums and other insurance benefits as granted to other MWA employees (valued at $14,500 in FY26).
7. Participation in the 403(b) subject to program and eligibility requirements, as applicable (valued at $27,092 in FY26).

The annual salary and total compensation are in keeping with the compensation comparability study the board conducted, which is included in the board packet.

Making Waves Academy

Summary of Compensation and Benefits Survey Data for Executive Director / May 2026

IRS rules require fair and reasonable compensation for nonprofit executives. In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers "compensation" broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits.

Below is a summary of a sampling of total compensation levels received by educational leaders in Contra Costa, Alameda, Solano and Marin counties. Compensation figures are from the State Controller's Office, Transparent California, ProPublica and/or from the Internal Revenue Service Form 990 for the **2024 tax year** (the most recent available).

This study compares the executive salary packages of nine similarly situated/geographically close schools with which MWA competes for talent. **The five charter schools, three public school districts and one nonprofit independent school surveyed have a population ranging from 470 students to 29,000 students.**

Of the educational leaders sampled, the range of total compensation package for the year indicated is $245,378 to $513,862. The range of salary is $206,200 to $418,595. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the school. As noted, the compensation shown below is from FY24. As a result, **conservatively adding 3% for each year to reach updated figures for FY27 would provide an average total compensation of $362,652 and an average salary of $307,200.**

FY24 COMPENSATION SAMPLING FOR LEADERS IN NEARBY SCHOOLS

West Contra Costa Unified	**29,000 Students**
Superintendent	
Total Compensation Package	**$410,946**
Salary	$334,792
Benefits, Retirement, Etc.	$76,154
Novato Unified	**7,400 Students**
Superintendent	
Total Compensation Package	**$362,265**
Salary	$289,900
Benefits, Retirement, Etc.	$72,465
San Rafael City Schools	**7,000 Students**
Superintendent	
Total Compensation Package	**$359,553**
Salary	$292,000
Benefits, Retirement, Etc.	$67,553

Caliber	**1,900 Students**
CEO	
Total Compensation Package	**$320,990**
Salary	$281,250
Benefits, Retirement, Etc.	$39,740
Aspire	**4,000 Students**
CEO	
Total Compensation Package	**$395,557**
Salary	$293,453
Benefits, Retirement, Etc.	$102,104
Lighthouse Community	**1,600 Students**
CEO	
Total Compensation Package	**$257,820**
Salary	$229,798
Benefits, Retirement, Etc.	$28,022
AMethod	**1,700 Students**
CEO	
Total Compensation Package	**$277,299**
Salary	$264,101
Benefits, Retirement, Etc.	$13,198
LPS	**1,100 Students**
Superintendent	
Total Compensation Package	**$245,378**
Salary	$206,200
Benefits, Retirement, Etc.	$39,178
Prospect Sierra	**470 Students**
Head of School	
Total Compensation Package	**$372,846**
Salary	$345,016
Benefits, Retirement, Etc.	$27,830

EMPLOYMENT AGREEMENT
Between
MAKING WAVES ACADEMY & ELIZABETH MARTINEZ

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Making Waves Academy ("MWA"), a California nonprofit public benefit corporation charter school approved by the Contra Costa County of Education (hereinafter referred to as the "granting authority").

The Board desires to hire employees who will assist MWA in achieving the goals and meeting the requirements of MWA's charter, and implementing MWA's purposes, policies, and procedures. The parties recognize that MWA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, MWA and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. MWA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. MWA has been duly approved by the granting authority, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, MWA has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, MWA is considered a separate legal entity from the granting authority, which granted the charter. The granting authority shall not be liable for any debts and obligations of MWA, and the employee signing below expressly recognizes that he is being employed by MWA and not the granting authority.

3. Pursuant to Education Code section 47610, MWA must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. MWA shall be deemed the exclusive public school employer of the employees at MWA for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**
The Employee shall work in the position of Executive Director. The Employee will perform such duties as MWA may reasonably assign and the Employee will abide by all of

MWA's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by MWA's charter.

The Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

2. **Term and Work Schedule**
Subject to Section C, "Termination of this Agreement" herein, MWA hereby employs the Employee for a 3-year term commencing on July 1, 2026 and ending June 30, 2029.

The minimum daily work schedule for this full-time position shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Employee shall generally be available during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with MWA.

3. **Compensation**
The annual compensation for this position shall be as follows, which allows for a 3% annual cost of living increase in Years 2 and 3:

FY27: $310,00
FY27: $319,300
FY28: $328,879

The Employee's compensation may be prorated depending on whether she remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Benefits**
a. **Health Benefits/Retirement.** The Employee shall be entitled to participate in designated employee benefit programs and plans established by MWA (subject to program and eligibility requirements) for its employees, which from time to time may be amended and modified by MWA in its sole discretion.

MWA's benefits are on a calendar-year cost cycle. The value of the benefits component of this contract can be estimated by reviewing the FY26 benefits and retirement package for the Employee shown below and anticipating inflationary cost increases:

403b match: $14,500
Medical: $23,509
Dental: $2,456
Vision: $221
Basic Life Insurance: $311
Basic AD&D:
Long Term Disability: $240

Total: $41,592

b. **Retention Bonus.** The Employee shall be entitled to the retention bonus as set forth in MWA's retention policies.

5. **Performance Evaluation**
The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and agreed upon KPIs. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. The Board president will conduct the annual performance evaluation each fall and the Employee shall have the right to make an oral or written response to the evaluation.

6. **Employee Rights**
Employment rights and benefits for employment at MWA shall only be as specified in this Employment Agreement, MWA's charter, the Charter Schools Act and MWA's Employee Handbook, which from time to time may be amended and modified by MWA. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, The Employee shall not acquire or accrue tenure, or any employment rights with MWA.

7. **Child Abuse and Neglect Reporting**
California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his professional capacity or within the scope of her employment whom she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Conflicts of Interest**
The Employee understands that, while employed at MWA, she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with her employment with MWA.

9. **Outside Professional Activities**
Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. MWA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Expense Reimbursement**
MWA shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable MWA policy and authorization.

11. **Required Contract Provisions**
The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

b. Required Reimbursements. The Employee shall be required to reimburse MWA for any salary or fees he receives from MWA in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse MWA for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of office/position.

C. TERMINATION OF CONTRACT
This Agreement may be terminated by any of the following:

1. **Termination For Cause**
The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. “Cause” shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime

involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

2. **Early Termination Without Cause**
The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared work days) for the term of this Agreement for a maximum of six (6) months. The Employee shall not be entitled to payment under this section in the event MWA elects not to extend the term of this Agreement as detailed in section A(2) above.

3. **Death or Incapacitation of the Employee**
The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

4. **Revocation/Non-renewal**
In the event that the MWA Charter is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/non-renewal of the charters, and without the need for the process outlined in Sections a or b above.

5. Non-Renewal/Expiration of Term
This Agreement does not automatically renew upon expiration of the term. The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

D. GENERAL PROVISIONS
1. **Waiver of Breach**
The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**
The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**
This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**
If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Interpretation and Opportunity to Counsel**
The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

6. **Severability**
If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

7. **Execution of Counterparts**
This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

8. **Signatures**
In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

E. ACCEPTANCE OF EMPLOYMENT
By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with MWA on the terms specified herein.

2. All information I have provided to MWA related to my employment is true and accurate.

3. A copy of the job description is attached.

4. This is the entire agreement between MWA and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____
Elizabeth Martinez

MWA Approval:
Date: _____ _____
Alicia Malet Klein, Board President

This Employment Agreement is subject to ratification and approval by the Governing Board of MWA.

Job Description

Title: **Executive Director**
Division: Making Waves Academy
Reports to: MWA Board of Directors
Status: Full-time, Exempt
ervises: MWA Leaders
ıry: Job Level 10

Summary
Making Waves Academy's Executive Director ensures MWA's mission—to help students LEARN, GRADUATE, and GIVE BACK—is realized for every student from enrollment through graduation. Reporting directly to the Board of Directors, this individual is the chief executive and educational leader, solely responsible for the vision-setting, financial sustainability, academic excellence, and compliance of the entire organization. This multifaceted role requires a leader with proven expertise in both strategic system-building (finance, governance, operations) and instructional leadership (curriculum, student outcomes, teacher development).

Essential Functions
Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.
Governance, Strategy, and Stakeholder Relations

- Board Partnership: Serve as the chief liaison to the MWA Board of Directors, the Finance Committee, and the Audit Committee, providing timely reports on strategic plan progress, financial health, and organizational compliance.
- Organizational Vision: Provide executive leadership to ensure the strategic plan is continuously refined, implemented, and monitored using key performance indicators (KPIs) and data-driven metrics.
- External Alignment: Work closely with community partners to bolster college access, success, and strategic programmatic innovation. Develop and maintain strong working relationships with the charter authorizer (Contra Costa County Office of Education) and SELPA provider.
- Profile Building: Establish a local and national profile to secure strategic partnerships and increase awareness of MWA's impact.

Academic Vision and Instructional Excellence (Learn & Graduate)

- Academic Direction: Provide executive oversight and set the vision for student and adult learning content and practices (e.g., Common Core, cultural competency), ensuring a coherent academic pathway from 5th through 12th grade.
- Supervision: Directly supervise, evaluate, and develop MWA senior school leadership.
- Mission Outcomes: Ensure all programs prioritize:

- LEARN: Effective early intervention, academic skill remediation, social-emotional development, and preparation for rigorous high school and post-secondary pathways.
- GRADUATE: Align graduation requirements with "a-g" course completion to achieve and maintain as close to 100% college eligibility and "pre-career" readiness.

Operational Excellence and Fiscal Integrity

- Compliance and Risk Management: Oversee all compliance activities, including federal, state, and local laws, WASC accreditation, LCAP requirements, and Title IX/civil rights reporting. Identify, mitigate, and manage overall legal and operational risk.
- Financial Stewardship: Partner with the CFO to oversee financial record-keeping, budgeting, and resource allocation, ensuring alignment with the strategic plan and long-term organizational sustainability.
- Human Resources & Talent: Supervise and set the direction for talent acquisition, human resource management, and staff professional growth, ensuring compliance with all employment laws and DEI strategies.
- Systems Management: Oversee operations, finance, data, assessment, and facilities, ensuring all organizational systems are aligned, calibrated, and support the safety and smooth functioning of the school.

School Culture & Community

- Promote a positive school culture aligned with the school's mission and values.
- Foster meaningful relationships with students, staff, families, and community partners.
- Represent the school at community events and with educational stakeholders.

Mission Alignment

- Demonstrate knowledge of, and support, Making Waves Academy’s mission, core values, standards, competencies, and code of conduct outlined in the Employee Handbook.
- Make sure that you follow and adhere to school systems that account for there always being a designated administrator in charge in your absence.
- Participate in the school community – attending school competitions, performances, assemblies, and extracurricular activities. Be prepared to support as an administrator in attendance for interscholastic competitions and school events.

Work Environment

- This job operates in an office and school environment and routinely uses standard office equipment.
- Some travel required for MWA related events, such as workshops or conferences.

Physical Demands

- While performing the duties of this job, the employee may be regularly required to talk, hear, reach, stoop, kneel, and use hands and fingers to operate a computer, phone, and

keyboard. Light to moderate lifting may be required. The employee will frequently walk across the campus, participate in campus supervision duty, stand and sit for long periods of time.
- Specific vision abilities required by this job include close vision requirements due to computer work.

Qualifications

Education and Experience

- Master's degree required. A terminal degree (Ed.D, Ph.D.) or an MBA with a focus on Educational Leadership or non-profit management is highly desirable.
- 10+ years experience in K–12 education, with a minimum of 5+ years in senior school or executive leadership roles, preferably in a charter school environment.
- 8+ years experience reporting to and working directly with a Board of Directors.
- Functional Expertise:
    - Budget development and financial reporting in public school settings.
    - Instructional leadership, staff evaluation, and professional development design.
    - Human resources, organizational development, and complex compliance frameworks.
- Experience working with students and families from historically underserved communities, demonstrating a deep commitment to equity and the MWA mission.

Skills and Abilities

- Executive Leadership: Exceptional ability to provide direction, inspire teams, and build a strong culture of accountability, stability, and impact.
- Analytical Acumen: Expert proficiency in using data management systems and key performance indicators to monitor organizational health, track goals, and inform strategic decision-making.
- Political and Communication Skills: Superior written, oral, and presentation skills. High political acumen to manage complex relations with governance entities, the Board, Founders, and external stakeholders.
- Integrity and Accountability: Highest level of professional orientation, integrity, organizational skills, and detail orientation with a commitment to minimizing organizational risk and ensuring compliance.
- Flexibility: Adaptable, proactive, and capable of managing strategic initiatives, operational demands, and crisis response effectively and efficiently.

Licenses or Certificates

- Employment eligibility will include fingerprints/Live Scan, TB screen, and other employment clearance.
- CA Administrative Services Credential preferred.
    - Candidates without a CA Administrative Services Credential must possess **10+ years progressive executive-level experience** that includes significant leadership over organizational operations, finance, and human resources, combined with **expert, verified competency in California public school governance and**

compliance sufficient to manage institutional risk and directly advise the CEO and Board of Directors.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Coversheet

FY27 Budget

Section:	VI. Action Items
Item:	G. FY27 Budget
Purpose:	Vote
Submitted by:	
Related Material:	Making Waves Academy School 2026-27 Budget.pdf Making Waves Academy Central Office 2026-27 Budget.pdf

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM
CHARTER SCHOOL CERTIFICATION

Charter School Name: Making Waves Academy
(continued)
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2026-27

CERTIFICATION OF FINANCIAL CONDITION

(X) POSITIVE CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

( ) QUALIFIED CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

( ) NEGATIVE CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

To the entity that approved the charter school:

(X) 2026-27 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
Charter School Official
(Original signature required)

Print Name: Elizabeth Martinez Title: Chief Operating Officer

---

To the County Superintendent of Schools:

( ) 2026-27 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Print Name: _____ Title: _____

For additional information on the BUDGET, please contact:

For Approving Entity:	For Charter School:
Daniela Parasidis	Elizabeth Martinez
Name	Name
Deputy Superintendent	Chief Operating Officer
Title	Title
925-942-3418	510-262-1511
Phone	Phone
dparasidis@cccoe.k12.us	emartinez@mwacademy.org
E-mail	E-mail

( ) 2026-27 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

_____ _____
District Advisor Date

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(name continued)
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Budgeting Period: 2026-27

This charter school uses the following basis of accounting:

[X] **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

[ ] **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year Unrest.	Current Budget Year Rest.	Total
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	6,790,772	7,085,750		7,085,750
Education Protection Account State Aid - Current Year	8012	3,485,155	3,695,770		3,695,770
State Aid - Prior Years	8019	0	0		0
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,719,002	3,732,678		3,732,678
Other Revenue Limit Transfers	8091, 8097	0	0	0	0
Total, LCFF/Revenue Limit Sources		13,994,929	14,514,198	0	14,514,198
2. Federal Revenues					
No Child Left Behind/Every Student Succeeds Act	8290	488,216		501,411	501,411
Special Education - Federal	8181, 8182	156,310		159,436	159,436
Child Nutrition - Federal	8220	323,205		323,205	323,205
Donated Food Commodities	8221	0		0	0
Other Federal Revenues	8110, 8260-8299	354		0	0
Total, Federal Revenues		968,085	0	984,052	984,052
3. Other State Revenues					
Special Education - State	StateRevSE	1,042,401		1,069,491	1,069,491
All Other State Revenues	StateRevAO	4,145,830	287,366	2,788,702	3,076,068
Total, Other State Revenues		5,188,231	287,366	3,858,193	4,145,559
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	8,561,860	6,553,907	305,649	6,859,556
Total, Local Revenues		8,561,860	6,553,907	305,649	6,859,556
5. TOTAL REVENUES		28,713,105	21,355,471	5,147,894	26,503,365
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	5,514,461	4,036,602	1,140,874	5,177,477
Certificated Pupil Support Salaries	1200	1,002,739	1,205,860	0	1,205,860
Certificated Supervisors' and Administrators' Salaries	1300	1,433,239	1,181,914	391,137	1,573,052
Other Certificated Salaries	1900	263,129	319,660	34,251	353,911
Total, Certificated Salaries		8,213,568	6,744,037	1,566,262	8,310,299
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	1,050,410	275,374	853,549	1,128,923
Non-certificated Support Salaries	2200	1,293,471	760,366	457,138	1,217,504
Non-certificated Supervisors' and Administrators' Sal.	2300	247,778	154,468	0	154,468
Clerical and Office Salaries	2400	729,057	670,577	0	670,577
Other Non-certificated Salaries	2900	308,969	249,569	0	249,569
Total, Non-certificated Salaries		3,629,685	2,110,354	1,310,687	3,421,041

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(name continued)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year Unrest.	Current Budget Year Rest.	Total
3. Employee Benefits					
STRS	3101-3102	1,432,677	1,570,341	0	1,570,341
PERS	3201-3202	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	422,497	386,765	0	386,765
Health and Welfare Benefits	3401-3402	1,750,475	1,754,186	0	1,754,186
Unemployment Insurance	3501-3502	82,702	33,506	0	33,506
Workers' Compensation Insurance	3601-3602	100,262	86,179	0	86,179
OPEB, Allocated	3701-3702	0	0	0	0
OPEB, Active Employees	3751-3752	0	0	0	0
Other Employee Benefits	3901-3902	1,080,308	111,928	0	111,928
Total, Employee Benefits		4,868,921	3,942,903	0	3,942,903
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	92,932	128,975	0	128,975
Books and Other Reference Materials	4200	928	3,900	0	3,900
Materials and Supplies	4300	367,863	419,927	25,891	445,818
Noncapitalized Equipment	4400	572,688	689,659	0	689,659
Food	4700	462,621	40,000	377,000	417,000
Total, Books and Supplies		1,497,032	1,282,461	402,891	1,685,352
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	0	0	0	0
Travel and Conferences	5200	128,790	91,931	47,552	139,483
Dues and Memberships	5300	6,025	19,800	0	19,800
Insurance	5400	695,270	695,462	0	695,462
Operations and Housekeeping Services	5500	1,487,751	1,356,000	0	1,356,000
Rentals, Leases, Repairs, and Noncap. Improvements	5600	2,158,050	1,021,091	1,186,089	2,207,180
Transfers of Direct Costs	5700-5799	0	0	0	0
Professional/Consulting Services and Operating Expend.	5800	5,328,743	3,872,412	634,413	4,506,825
Communications	5900	148,034	150,020	0	150,020
Total, Services and Other Operating Expenditures		9,952,663	7,206,716	1,868,054	9,074,770
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Land and Improvements of Land	6100-6170	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0	0
Equipment	6400	0	0	0	0
Equipment Replacement	6500	0	0	0	0
Depreciation Expense (for accrual basis only)	*6900*	18,202	19,000	0	19,000
Total, Capital Outlay		18,202	19,000	0	19,000
7. Other Outgo					
Tuition to Other Schools	7110-7143	0	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0
All Other Transfers	7281-7299	0	0	0	0
Transfers of Indirect Costs	7300-7399	0	0	0	0
Debt Service:					
Interest	7438	0	0	0	0
Principal	7439	0	0	0	0
Total, Other Outgo		0	0	0	0
8. TOTAL EXPENDITURES		28,180,071	21,305,471	5,147,894	26,453,365
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		533,034	50,000	0	50,000

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(name continued)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year Unrest.	Current Budget Year Rest.	Total
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				0
2. Less: Other Uses	7630-7699				0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		533,034	50,000	0	50,000
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	9,691,837	10,224,871	0	10,224,871
b. Adjustments to Beginning Balance	9793, 9795	0	0	0	0
c. Adjusted Beginning Balance		9,691,837	10,224,871	0	10,224,871
2. Ending Fund Balance, June 30 (E + F.1.c.)		10,224,871	10,274,871	0	10,274,871
Components of Ending Fund Balance (Modified Accrual Basis)					
a. Nonspendable					
Revolving Cash	9711				0
Stores	9712				0
Prepaid Expenditures	9713				0
All Others	9719				0
b. Restricted	9740				0
c. Committed					0
Stabilization Arrangements	9750				0
Other Commitments	9760				0
d. Assigned					0
Other Assignments	9780				0
e. Unassigned/Unappropriated					0
Reserve for Economic Uncertainties	9789				0
Unassigned / Unappropriated Amount	9790M				0
Components of Ending Net Position (Accrual Basis)					
1. Net Investment in Capital Assets	9796				0
2. Restricted Net Position	9797				0
3. Unrestricted Net Position	9790A	10,224,871	10,274,871	0	10,274,871

CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(continued) 0
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2026-27

This charter school uses the following basis of accounting:

[X] **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

[ ] **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2026-27 Unrestricted	FY 2026-27 Restricted	FY 2026-27 Total	Totals for 2027-28	Totals for 2028-29
A. REVENUES						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	7,085,750	0	7,085,750	3,759,252	3,724,560
Education Protection Account State Aid - Current Year	8012	3,695,770	0	3,695,770	3,835,976	188,201
State Aid - Prior Years	8019	0	0	0	0	0
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,732,678	0	3,732,678	7,494,108	11,524,743
Other LCFF Transfers	8091, 8097	0	0	0	0	0
Total, LCFF Sources		14,514,198	0	14,514,198	15,089,336	15,437,504
2. Federal Revenues						
No Child Left Behind/Every Student Succeeds Act	8290	0	501,411	501,411	474,982	455,114
Special Education - Federal	8181, 8182	0	159,436	159,436	151,032	144,715
Child Nutrition - Federal	8220	0	323,205	323,205	306,169	293,362
Donated Food Commodities	8221	0	0	0	0	0
Other Federal Revenues	8110, 8260-8299	0	0	0	0	0
Total, Federal Revenues		0	984,052	984,052	932,183	893,191
3. Other State Revenues						
Special Education - State	StateRevSE	0	1,069,491	1,069,491	1,013,120	970,741
All Other State Revenues	StateRevAO	287,366	2,788,702	3,076,068	2,913,933	2,792,045
Total, Other State Revenues		287,366	3,858,193	4,145,559	3,927,053	3,762,786
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	6,553,907	305,649	6,859,556	5,014,210	3,641,340
Total, Local Revenues		6,553,907	305,649	6,859,556	5,014,210	3,641,340
5. TOTAL REVENUES		21,355,471	5,147,894	26,503,365	24,962,782	23,734,821
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	4,036,602	1,140,874	5,177,477	5,845,657	5,615,586
Certificated Pupil Support Salaries	1200	1,205,860	0	1,205,860	906,647	636,226
Certificated Supervisors' and Administrators' Salaries	1300	1,181,914	391,137	1,573,052	1,788,849	1,576,221
Other Certificated Salaries	1900	319,660	34,251	353,911	389,446	279,790
Total, Certificated Salaries		6,744,037	1,566,262	8,310,299	8,930,599	8,107,823
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	275,374	853,549	1,128,923	493,883	372,930
Non-certificated Support Salaries	2200	760,366	457,138	1,217,504	890,333	897,403
Non-certificated Supervisors' and Administrators' Sal.	2300	154,468	0	154,468	301,111	304,275
Clerical and Office Salaries	2400	670,577	0	670,577	754,859	676,608
Other Non-certificated Salaries	2900	249,569	0	249,569	277,522	278,620
Total, Non-certificated Salaries		2,110,354	1,310,687	3,421,041	2,717,708	2,529,836

CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(continued) 0

Description	Object Code	FY 2026-27 Unrestricted	FY 2026-27 Restricted	FY 2026-27 Total	Totals for 2027-28	Totals for 2028-29
3. Employee Benefits						
STRS	3101-3102	1,570,341	0	1,570,341	1,777,729	1,632,741
PERS	3201-3202	0	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	386,765	0	386,765	437,843	402,134
Health and Welfare Benefits	3401-3402	1,754,186	0	1,754,186	1,985,853	1,823,891
Unemployment Insurance	3501-3502	33,506	0	33,506	37,931	34,837
Workers' Compensation Insurance	3601-3602	86,179	0	86,179	97,560	89,603
OPEB, Allocated	3701-3702	0	0	0	0	0
OPEB, Active Employees	3751-3752	0	0	0	0	0
Other Employee Benefits	3901-3902	111,928	0	111,928	126,708	116,376
Total, Employee Benefits		3,942,903	0	3,942,903	4,463,624	4,099,582
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	128,975	0	128,975	231,602	241,500
Books and Other Reference Materials	4200	3,900	0	3,900	3,540	3,691
Materials and Supplies	4300	419,927	25,891	445,818	534,282	557,116
Noncapitalized Equipment	4400	689,659	0	689,659	500,982	522,394
Food	4700	40,000	377,000	417,000	332,136	337,831
Total, Books and Supplies		1,282,461	402,891	1,685,352	1,602,542	1,662,532
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0	0	0	0	0
Travel and Conferences	5200	91,931	47,552	139,483	126,528	116,021
Dues and Memberships	5300	19,800	0	19,800	17,618	16,895
Insurance	5400	695,462	0	695,462	462,298	468,502
Operations and Housekeeping Services	5500	1,356,000	0	1,356,000	1,177,941	1,197,233
Rentals, Leases, Repairs, and Noncap. Improvements	5600	1,021,091	1,186,089	2,207,180	2,020,927	2,054,023
Transfers of Direct Costs	5700-5799	0	0	0	0	0
Professional/Consulting Services and Operating Expend.	5800	3,872,412	634,413	4,506,825	3,231,814	3,268,553
Communications	5900	150,020	0	150,020	143,886	146,241
Total, Services and Other Operating Expenditures		7,206,716	1,868,054	9,074,770	7,181,012	7,267,468
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Land and Land Improvements	6100-6170	0	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0	0	0
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for accrual basis only)	*6900*	19,000	0	19,000	17,297	17,582
Total, Capital Outlay		19,000	0	19,000	17,297	17,582
7. Other Outgo						
Tuition to Other Schools	7110-7143	0	0	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0	0
All Other Transfers	7280-7299	0	0	0	0	0
Transfers of Indirect Costs	7300-7399	0	0	0	0	0
Debt Service:						
Interest	7438	0	0	0	0	0
Principal (for modified accrual basis only)	7439	0	0	0	0	0
Total, Other Outgo		0	0	0	0	0
8. TOTAL EXPENDITURES		21,305,471	5,147,894	26,453,365	24,912,782	23,684,823
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	0	50,000	50,000	49,998

CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(continued) 0

Description	Object Code	FY 2026-27 Unrestricted	FY 2026-27 Restricted	FY 2026-27 Total	Totals for 2027-28	Totals for 2028-29
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0		
2. Less: Other Uses	7630-7699	0	0	0		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0	0	0		
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		50,000	0	50,000	50,000	49,998
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	10,224,871	0	10,224,871	10,274,871	10,324,871
b. Adjustments to Beginning Balance	9793, 9795	0	0	0		
c. Adjusted Beginning Balance		10,224,871	0	10,224,871	10,274,871	10,324,871
2. Ending Fund Balance, June 30 (E + F.1.c.)		10,274,871	0	10,274,871	10,324,871	10,374,869
Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0	0	0		
Stores (equals object 9320)	9712	0	0	0		
Prepaid Expenditures (equals object 9330)	9713	0	0	0		
All Others	9719	0	0	0		
b. Restricted	9740	0	0	0		
c. Committed						
Stabilization Arrangements	9750	0	0	0		
Other Commitments	9760	0	0	0		
d Assigned						
Other Assignments	9780	0	0	0		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0	0	0		
Unassigned/Unappropriated Amount	9790	0	0	0		
Components of Ending Net Position (Accrual Basis)						
1. Net Investment in Capital Assets	9796	0	0	0		
2. Restricted Net Position	9797	0	0	0		
3. Unrestricted Net Position	9790A	10,274,871	0	10,274,871	10,324,871	10,374,869

Making Waves Academy

MWA Central Office FY27 Preliminary Budget
(2nd Draft)

	A	B	C	F	H	K	L	M
2	**Account #**	**Account Title**	**FY2026 2nd Interim Budget (A)**	**Actual 7.1.24 - 06.30.25**	**FY2027 Original Budget (C)**	**Variance FY27 Original vs. FY26 2nd Interim (C-A)**	**% Variance (C) vs. (A)**	**Notes**
3		**Income**						
40	8981	John Regina Scully (JRS)	2,087,590	2,256,240	2,140,596	53,006	3%	Increase to align with overall spending needs
44	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,452,400	1,452,400	1,452,400	-	0%	
45		**Total Income**	**3,539,990**	**3,708,640**	**3,592,996**	**53,006**	1%	
46								
50								
51		**Expenses**						
52	1100	Teacher Salaries	-	-	-	-		
53	1103	Substitute Teacher Salaries	-	-	-	-		
54	1200	Certificated Pupil Support	-	-	-	-		
55	1300	Certificated Supervisor & Administrator Salaries	-	-	-	-		
56	1409	Certificated Special Temporary COLA Bonus	84,000	143,000	-	(84,000)	-100%	Eliminated STCOLA
57	1900	Certificated Other Salaries	-	-	-	-		
58	2100	Classified Instructional Aide Salaries	-	-	-	-		
59	2200	Classified Support Staff Salaries	-	-	-	-		
60	2300	Classified Supervisor & Administrator Salaries	1,388,363	1,434,579	1,429,077	40,714	3%	Annual COLA increase
61	2400	Classified Clerical and Office Salaries	537,753	351,606	622,663	84,910	16%	Overall variance due to: • Annual COLA increase • Added Position: -Executive Assistant
62	2900	Classified Other Salaries	-	-	-	-		
63		**Total Salaries**	**2,010,116**	**1,929,186**	**2,051,740**	**41,624**	2%	
64	3101	Certificated STRS	72,198	66,405	131,139	58,941	82%	Increase for Executive Director's eligibility
65	3301	Certificated Social Security/Medicare	117,124	115,835	108,925	(8,199)	-7%	
66	3401	Certificated Health & Welfare Benefits	263,793	306,730	294,516	30,723	12%	Increased to align with overall spending trends
67	3501	Certificated Unemployment Insurance	12,952	4,620	5,960	(6,993)	-54%	
68	3601	Certificated Workers Comp Insurance	15,166	28,178	15,707	541	4%	
69	3701	Certificated Retirement Match	62,344	57,662	55,017	(7,327)	-12%	
70	3999	Accrued Paid Time Off	49,923	4,229	42,423	(7,500)	-15%	
71		**Total Benefits**	**593,500**	**583,660**	**653,686**	**60,186**	10%	
72		**Total Salaries & Benefits**	**2,603,616**	**2,512,846**	**2,705,426**	**101,810**	4%	
73								
74	4100	Approved Textbooks and Core Curricula Materials	-	-	-	-		
75	4200	Books and Other Reference Materials	1,550	-	1,550	-	0%	
76	4315	Custodial Supplies	-	-	-	-		
77	4325	Instructional Materials & Supplies	-	-	-	-		
78	4330	Office Supplies	8,200	6,103	10,700	2,500	30%	
79	4390	Other Food	-	-	-	-		

Making Waves Academy

MWA Central Office FY27 Preliminary Budget
(2nd Draft)

	A	B	C	F	H	K	L	M
2	**Account #**	**Account Title**	**FY2026 2nd Interim Budget (A)**	**Actual 7.1.24 - 06.30.25**	**FY2027 Original Budget (C)**	**Variance FY27 Original vs. FY26 2nd Interim (C-A)**	**% Variance (C) vs. (A)**	**Notes**
80	4410	Furniture, Equipment & Supplies (non-capitalized)	1,000	-	1,000	-	0%	
81	4420	Computers and IT Supplies (non-capitalized)	10,200	4,461	8,950	(1,250)	-12%	
82	4710	Student Food Services	-	-	-	-		
83	4910	Emergency Supplies	-	-	-	-		
84	4990	Contingency	2,500	-	10,000	7,500	300%	
85		**Total Supplies**	**23,450**	**10,564**	**32,200**	**8,750**	37%	
86	5210	Conference Fees	27,500	9,146	27,500	-	0%	
87	5215	Travel - Mileage, Parking, Tolls	3,825	714	3,825	-	0%	
88	5220	Travel - Airfare & Lodging	7,000	9,278	7,000	-	0%	
89	5225	Travel - Meals & Entertainment	3,450	196	3,450	-	0%	
90	5305	Professional Dues & Memberships	32,500	27,427	32,500	-	0%	
91	5421	General Liability Insurance	-	-	-	-		
92	5510	Utilities - Gas and Electric	-	-	-	-		
93	5515	Janitorial, Gardening Services & Supplies	-	-	-	-		
94	5525	Utilities - Waste	-	-	-	-		
95	5530	Utilities - Water	-	-	-	-		
96	5605	Equipment Leases and Rentals	5,000	4,886	5,000	-	0%	
97	5610	Occupancy Rent	-	-	-	-		
98	5612	Additional Facilities Use Fees	-	-	-	-		
99	5615	Repairs and Maintenance - Building	-	-	-	-		
100	5617	Repairs and Maintenance - Non-computer Equipment	-	-	-	-		
101	5618	Repairs & Maintenance - Auto	-	-	-	-		
102	5803	Accounting Fees	38,390	42,105	38,390	-	0%	
103	5804	Legal Fees	101,000	76,929	90,000	(11,000)	-11%	Decrease to match spending trends
106	5810	Contracted Services	392,000	747,590	322,000	(70,000)	-18%	Remove Lemon Battery contract & contracted Executive Assistant
107	5810.001	Food Service Administration	-	-	-	-		
108	5810.002	Student Information & Assessment	75,040	50,378	87,291	12,251	16%	Software for Student Information & Assessment team
109	5810.003	Student Transportation	-	-	-	-		
110	5810.004	Intervention & Consultation	-	-	-	-		
111	5810.005	Psychological Services	-	-	-	-		
112	5810.006	Substitute Teachers	-	-	-	-		
113	5810.007	Interscholastic - Coaches	-	-	-	-		
114	5810.008	Information Technology	68,469	63,550	73,663	5,194	8%	
115	5810.009	Outsourced Teaching	-	-	-	-		
116	5811	College Application Fees	-	-	-	-		
117	5812	College Entrance Exams	-	-	-	-		
118	5820	Recruiting - Students	5,000	-	5,000	-	0%	
119	5821	Printing and Reproduction	1,500	-	1,500	-	0%	
120	5840	Study Trip - Entrance, Admission, & Ticket Fees (not staff conference)	-	-	-	-		

Making Waves Academy

MWA Central Office FY27 Preliminary Budget
(2nd Draft)

	A	B	C	F	H	K	L	M
2	**Account #**	**Account Title**	**FY2026 2nd Interim Budget (A)**	**Actual 7.1.24 - 06.30.25**	**FY2027 Original Budget (C)**	**Variance FY27 Original vs. FY26 2nd Interim (C-A)**	**% Variance (C) vs. (A)**	**Notes**
121	5850	Staff Recruitment	29,000	39,157	29,000	-	0%	
122	5851	Continuing Education Support	21,000	18,396	25,000	4,000	19%	
123	5853	Payroll Processing Fees	66,000	62,538	66,000	-	0%	
124	5897	Special Ed Encroachment WCCUSD	-	-	-	-		
125	5898	Use Tax	-	1,313	-	-		
126	5905	Company Cell Phones	7,500	953	7,500	-	0%	
127	5910	Internet and Wifi	-	-	-	-		
128	5915	Postage and Delivery	4,750	3,693	4,750	-	0%	
129	5920	Landlines and Office Based Phones	-	-	-	-		
130	5992	Bank fees	24,000	26,983	26,000	2,000	8%	
131	6900	Depreciation and Amortization	-	-	-	-		
132	INCO.EXP	5895 Central Office (Shared Services Allocation)	-	-	-	-		
133		**Total Contract Services**	**912,924**	**1,185,230**	**855,369**	**(57,555)**	-6%	
134								
135		Total Salaries & Benefits	2,603,616	2,512,846	2,705,426	101,810	4%	
136		Total Supplies	23,450	10,564	32,200	8,750	37%	
137		Total Contract Services	912,924	1,185,230	855,369	(57,555)	-6%	
138		**Total Expenses**	**3,539,990**	**3,708,640**	**3,592,995**	**53,005**	1%	
139								
140		**Net Income**	**0**	**0**	**0**			

Coversheet

Making Waves Education Foundation 2026-27 School Lease Agreement

Section: VI. Action Items
Item: H. Making Waves Education Foundation 2026-27 School Lease Agreement
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material:
FY27 Lease Making Waves (Richmond Campus) - Making Waves Academy Lease Agreement FY 2026 (4898-8618-7405.1).docx.pdf

BACKGROUND:

Review of the facilities lease between Making Waves Academy (tenant) and the Making Waves Education Foundation (landlord) for the 2026-27 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.

RECOMMENDATION:

We recommend the MWA Board review and approve the 2026-27 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:	March 10, 2026
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):	Approximately 99% of the space within the Building. The remaining approximately 1% shall be retained by Landlord as the "Landlord Space", as described in Section 1.1
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, 2026
Expiration Date (section 2.1):	June 30, 2027

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. 4123 Lakeside Dr. 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. 4123 Lakeside Dr. Richmond, CA 94806

The foregoing Basic Lease Information is incorporated in and made a part of this Lease. If there is any conflict between the Basic Lease Information and any other part of this Lease, the former shall control.

TENANT:

Making Waves Academy, a California Corporation

By: _____

Name:_____

Title:_____

Date:_____

LANDLORD:

Making Waves Foundation, Inc.,
a California Corporation

By: _____

Name:_____

Title:_____

Date:_____

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Exhibit A - Plan Outlining the Premises

Exhibit B – Landlord Space (MWEF Offices)

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"),

W I T N E S S E T H:

ARTICLE 1
Premises

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions set forth in this Lease the (the "Premises") shown Exhibit A attached hereto and described in the Basic Lease Information, which Premises are located in the building (the "Building") described in the Basic Lease Information. The Building is part of a larger campus for Making Waves Academy consisting of the MWA Middle School and the MWA Upper School (the "Campus"). As used in this Lease, the term "Campus" shall include the parcel or parcels of land on which the MWA Middle School and the MWA Upper School is located and all appurtenances thereto. The Premises shall include the appurtenant right to the use, subject to the reasonable rules and regulations as may be promulgated by Landlord from time to time, all portions of the Campus other than the Premises. Landlord reserves the right to close, make alterations or additions to, or change the size, configuration, use and location of elements of the Building and the Campus and their respective common areas. All of the windows and outside decks or ten-aces and walls of the Premises and any space in the Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance and repairs, are reserved to Landlord. Tenant shall not in any event be permitted to use the roof of the Building for any purpose without first obtaining the prior consent of Landlord; provided however, that the Landlord shall permit Tenant to sublease the roof the Premises for the installation of solar panels provided that all such solar panel work is performed in accordance with Article 8 and such installation does materially adversely affect the operation of the Building or the functionality of the roof. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that certain office spaces within the Building shall be retained by Landlord (the "Landlord Space"). The Landlord Space consists of the following offices located in the Building: US4-210, US2-162, US2-152, US2-153, and US2-154, or comparable replacement offices within US2 or US4 mutually agreed upon by Landlord and Tenant. The location of the Landlord Space is depicted on Exhibit B attached hereto and incorporated herein by reference. The Premises leased to Tenant under this Lease shall consist of approximately 99% of the space within the Building, excluding the Landlord Space. Landlord shall retain the right to use and occupy the Landlord Space during the Lease Term. In consideration of such occupancy, Landlord shall pay to Tenant the proportionate share of utilities consumed.

1.2 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 Jaw, 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.

1.5 As required by Section 1938(a) of the California Civil Code, Landlord discloses to Tenant that the Premises have not undergone inspection by a Certified Access Specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, Landlord also states that:

> "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

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"). The amount of Base Rent payable hereunder has been determined after taking into account the reduction in taxes pursuant to Revenue and Taxation Code section 202.2.

(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 untenantable by such damage Tenant shall be entitled to a reduction in monthly rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacement of, any movable furniture, equipment, trade fixtures or personal property in the Premises or Alterations made by or for Tenant in the Premises following the Commencement Date. Tenant shall, at Tenant's sole cost and expense, repair and replace all such movable furniture, equipment, trade fixtures, personal property and any Alterations made by or for Tenant in the Premises following the Commencement Date. Such repair and replacement by Tenant shall be done in accordance with Article 8 hereof. Tenant hereby waives California Civil Code sections 1932(2) and 1933(4), or any successor statute, providing for termination of hiring upon destruction of the thing hired.

11.2 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term and (a) such fire or other casualty occurs during the last twelve (12) months of the Lease Term and the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof cannot, as reasonably estimated by Landlord, be

completed within two (2) months after the occurrence of such fire or other casualty, or (b) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof, or (c) the repair and restoration work to be performed by Landlord in accordance with section I I.I hereof cannot, as reasonably estimated by Landlord, be completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date specified in such notice, which date shall be not less than thirty (30) days nor more than sixty (60) days after the date such notice is given.

11.3 A total destruction of the Building shall automatically terminate this Lease effective as of the date of such total destruction.

ARTICLE 12
Subrogation

12.1 Tenant waives on behalf of its insurers under all policies of property, liability and other insurance carried by Tenant during the Lease Term insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of its insurers under all policies of property, liability and other insurance carried by Landlord during the Lease Term insuring or covering the Building or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. Tenant shall, prior to or immediately after the date of this Lease, procure from each of the insurers under all such policies of property, liability and other insurance insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against Landlord as required by this Article 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 (I 0) 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 io 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 Jong 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.l(b) and 3.l(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.l(b) and 3.l(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 attorn 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.

[1]

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.

i. 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.

ii. 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.

2. **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.

3. **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.

[*no further text on this page*]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first hereinabove written.

TENANT:

Making Waves Academy,
a California nonprofit public benefit corporation

By: _____

Name:_____

Title:_____

Date:_____

LANDLORD:

Making Waves Foundation, Inc.,
a California nonprofit public benefit corporation

By: _____

Name:_____

Title:_____

Date:_____

Exhibit A


RENOVATED EXISTING HIGH SCHOOL BUILDING
NEW MIDDLE SCHOOL GYM
NEW HIGH SCHOOL GYM
NEW HIGH SCHOOL BUILDING
NEW MIDDLE SCHOOL BUILDING
NEW MIDDLE SCHOOL BUILDING

Exhibit B


MWEF Office Space
US2-154
US2-153
US2-152
US2-162
T1-01
T1-02
T1-03
T1-04
T1-05
T1-06
T1-07
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T2-01
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T2-18
T2-19
MWEF Office Space
US4-210

Coversheet

Global Office Inc. Copier Lease Agreement

Section: VI. Action Items
Item: I. Global Office Inc. Copier Lease Agreement
Purpose: Vote
Submitted by: Damon Edwards
Related Material: MWA Lease Agreement 6-1-26 Final.pdf
MWA Lease Addendum 6-1-26 Final.pdf
MWA Maintenance Agreement 6-1-26 Final.pdf

BACKGROUND:

This is a 39-month lease agreement with Global Office, Inc. for new Canon copiers to replace 10 existing copiers across the entire campus, currently on an expired month-to-month lease. Following a competitive Request for Proposals process with three vendors, Global Office, Inc. submitted the lowest overall proposal.

RECOMMENDATION:

Please approve the lease agreement, addendum, and maintenance agreement with Global Office, Inc., which has a fiscal impact of $75,149.48 annually.

GlobalOffice Inc

Lease Agreement

APPLICATION NO.	AGREEMENT NO.

2070 Commerce Ave, Concord, CA 94520 • Phone: (877) 287-5033

The words **Lessee, you** and **your** refer to **Customer.** The words **Lessor, we, us** and **our** refer to **Global Office Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME				EQUIPMENT LOCATION (IF DIFFERENT)		
Making Waves Academy				See Equipment Schedule A		
STREET ADDRESS			PHONE	CITY	STATE	ZIP
4123 Lakeside Drive			510-964-2424			
CITY	STATE	ZIP	FAX	FEDERAL TAX I.D. #		
Richmond	CA	94806		20-8967421		

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
See Equipment Schedule A	

☐ **CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A"**

TERM AND PAYMENT SCHEDULE

Months 39	**Monthly Payment*** $ 5,183.79	*(The lease contract payment ("Payment") period is monthly unless otherwise stated.)* **plus applicable taxes*

INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
UCC & MISCELLANEOUS	You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed $159.00 for the purpose of filing the UCC documents.

END OF LEASE OPTIONS

You will have the following options at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Making Waves Academy	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

Making Waves Academy	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

LESSOR ACCEPTANCE

Global Office Inc.			
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

TERMS AND CONDITIONS *(Continued on Page 2)*

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to purchase or return the Equipment. All of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Payments and other charges, until all of the Equipment is either returned to us or purchased by you. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You understand and agree that we have no right, title or interest in intangible property or associated services such as periodic software licenses and prepaid database subscription rights (such intangible property "Software") and you will comply throughout the term of this Agreement with any license and/or other agreement entered into with the supplier of the Software.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of $150, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Lessor will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you manually or electronically sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you (manually or electronically), shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the manual or electronic signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. You authorize us to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, purchasers or investors.

8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

9. **LAW, JURY WAIVER:** **Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

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GlobalOffice Inc

877.287.5033
2070 Commerce Ave
Concord, CA 94520

Addendum To Total Image Management Agreement/Lease

Global Office, Inc. agrees to the following addendums to the 39-month Lease Agreement between Global Office, Inc. and Making Waves Academy dated (6-15-26) ("Agreement").

*During the 39-month timeframe of the Agreement, Global Office, Inc. will not increase or escalate the cost-per-image charges or add any other charges not explicitly identified on the Agreement.

*At least 60-days before the expiration of the Agreement, Global Office, Inc. will notify Making Waves Academy of the deadline for cancellation or renewal of the Agreement in writing and prepare a cancellation letter/letter of intent to Wells Fargo. If Global Office, Inc. fails to provide Making Waves Academy with written notice at lease 60-days before the expiration of the Agreement, or if Making Waves Academy notifies Global Office, Inc. that it has elected to cancel/non-renew the Agreement at least 60-days before the expiration of the Agreement and Global Office, Inc. fails to timely provide Wells Fargo with notice of such cancellation/non-renewal, Global Office, Inc. will pay any renewal payments. In no event will Making Waves Academy be responsible for any renewal payments or charges related to renewal if it provides written notice of cancellation to Global Office, Inc. at least 30-days before the expiration of the Agreement. The automatic renewal with Wells Fargo is month-to-month.

*Global Office, Inc. will pay the freight to return the ten (10) current Canon copiers, with UniFlow Online to a Canon Financial Services, Inc. warehouse after the new Canon copiers are delivered and installed at Making Waves Academy. At no charge to Making Waves Academy, the ten (10) current Canon copiers will be removed from Making Waves Academy facilities by Global Office, Inc. upon the delivery of the new Canon copiers and stored in Global Office, Inc.'s Concord warehouse until Global Office, Inc. ships the copiers to Canon Financial Services, Inc.

*Global Office, Inc. will pay the one-time $75.00 documentation fee charged by Wells Fargo for the Lease Agreement.

*Section 1 of the Agreement is revised to read:

> For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therin or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment (Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by both parties and commences upon delivery of equipment to you. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect

or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement, you will not be responsible for any charges under this Agreement. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 60 days (before the end of any term) that you want to purchase or return the Equipment. All of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Payments and other charges, until all of the Equipment is either returned to us or purchased by you. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herin shall remain in full force and effect in that jurisdiction and all others. You understand and agree that we have no right, title or interest in intangible property or associated services (such as "Software") and you will comply throughout the term of this Agreement with any license and/or other agreement entered into with the supplier of the Software.

*The last sentence of Section 2 of the Agreement is deleted and the third sentence of Section 2 of the Agreement is revised to read:

If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf under this Agreement.

*The first sentence of Section 3 of the Agreement is revised to read:

You agree to keep the Equipment: (1) in good repair, condition and working order excluding reasonable wear and tear, in compliance with applicable manufacturer's and regulatory standards; (2) free and clear of all liens and claims; (3) only at your address shown on page 1, and you agree not to move it unless we agree.

*The ninth sentence of Section 4 is deleted and the third sentence of Section 4 is revised to read:

You will provide 10-days advance written notice to us of any modification or cancellation.

*The Indemnification provisions in Section 4 are revised to read:

We are not responsible for, and you agree to hold us harmless and reimburse us for and defend on our behalf against, any claims for any loss, expense, liability or injury ("Claim") caused by or in any way related to your use or possession of the Equipment, excluding any Claim arising in whole or in part due to Lessor's or any of its employee's or agents's negligence, willful misconduct or violation of law or any term of this Agreement, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of or damage to the Equipment, excluding reasonable wear and tear and any damage or loss caused by Lessor, its employees, or agents.

*Section 5 of the Agreement is revised to read:

ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You agree that we may sell or assign the Agreement without notice.

*Section 6 of the Agreement is revised to read:

DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us within sixty (60) days of the due date or if you materially breach any of the covenants, terms and conditions of the Agreement or any other agreement with us or any of our affiliates and failed to cure

such breach within thirty (30) days of our written notice of the breach to you, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the Fair Market Value of the Equipment (both discounted at 3%). Rather than requiring you to pay Fair Market Value for the Equipment, we may instead require you to: (1) return the Equipment to us to a location we specify at your expense; and (2) immediately stop using any Financed items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances owed by us to you, whether or not due. If you are in default under this Agreement and fail to cure the default within thirty (30) days of our written notice of the default to you, we may charge you for reasonable expenses incurred in connection with the enforcement of our remedies under this Agreement including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. The net sale of any Equipment will be credited against what you owe us under this Agreement. NEITHER PARTY WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce a party's rights under this Agreement will not prevent the party from enforcing any rights at a later time. You agree that this Agreement IS A "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. In the even that we materially breach this Agreement or any other agreement with you and do not cure such breach within thirty (30) days after you provide us with written notice of such breach, you may terminate this Agreement, and upon your return of the Equipment to us, you will no longer be responsible for any remaining future payments or charges under this Agreement.

*Section 9 of the Agreement is revised to read:

LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement that is signed by an authorized representative from each party and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of California. Both parties consent to jurisdiction and venue in Contra Costa County in the state of California. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

The terms and conditions of the Agreement remain in full force and effect except as amended herein. Should any term or provision in this Addendum conflict with a term or provision in the Agreement, the terms and provisions of this Addendum shall control. This Addendum cannot be modified except by another written document signed by each party's authorized representative. By signing below, each party represents that it has the authority to enter into this Addendum.

Making Waves Academy	Global Office, Inc.
By: _____	By: _____
Print: _____	Print: STEVE TARPLEY
Title: _____	Title: President / CEO
Date: _____	Date: 6/2/2026

Equipment Maintenance Agreement

GlobalOffice Inc
2070 Commerce Ave., Concord, CA 94520

6/15/2026

CUSTOMER

BILL TO:			
Company Name:	Making Waves Academy		
Department:			
Address:	4123 Lakeside Dr.		
City:	Richmond	County:	Contra Costa
State:	CA	Zip:	
Contact:		FAX:	94806
Phone:	510-964-2424		
Email:			

SHIP TO:			
Company Name:	Making Waves Academy		
Department:			
Address:	4123 Lakeside Dr.		
City:	Richmond	County:	Contra Costa
State:	CA	Zip:	94806
Contact:		FAX:	
Phone:	510-964-2424		
Email:			

START DATE:	~6-29-26
END DATE:	~9-29-29

Meter Contact Information	
Contact Name:	Damon Edwards
Phone Number:	510-964-2424
Email Address:	dedwards@mwacademy.org
Service Tech:	

EQUIPMENT MAINTENANCE DETAILS

N	Location	Make & Model	Serial	Equip ID	BW Images Incl	CLR Images Incl	BW Rate	CLR Rate	BW Overage	CLR Overage	CPC Base Charge	Charge
1		Canon Models			81,250	19,833	0.0040	0.0380	0.0040	0.0380		$1,078.65
2	US1-101	imagePRESS Lite C265			Included	Included	0.0040	0.0380	0.0040	0.0380		Included
3	MS1-157	imagePRESS Lite C265			Included	Included	0.0040	0.0380	0.0040	0.0380		Included
4	US3-123	imagePRESS Lite C265			Included	Included	0.0040	0.0380	0.0040	0.0380		Included
5	US4-216	imagePRESS Lite C265			Included	Included	0.0040	0.0380	0.0040	0.0380		Included
6	MS2-135	imageFORCE C5170			Included	Included	0.0040	0.0380	0.0040	0.0380		Included
7	US2-169	imageFORCE C5160			Included	Included	0.0040	0.0380	0.0040	0.0380		Included
8	MS1-157	imageFORCE 8186			Included	N/A	0.0040	N/A	0.0040	N/A		Included
9	MS2-215	imageFORCE 8186			Included	N/A	0.0040	N/A	0.0040	N/A		Included
10	US1-132	imageFORCE 6155			Included	N/A	0.0040	N/A	0.0040	N/A		Included
11	US2-102	imageFORCE 6155			Included	N/A	0.0040	N/A	0.0040	N/A		Included
12	All copiers	UniFLOW Online			N/A	N/A	N/A	N/A	N/A	N/A		Included
13												
14												
15												
16												
17												
18												
19												
20												
				Total Images Included	81,250	19,833						

Special EMA Instructions:

39-month Agreement
Overages for color copies/prints will be billed quarterly @ .038/ea. (over 59,499 copies/prints). Overages for B/W copies/prints will be billed quarterly @ .004/ea. (overs 243,750 copies/prints).

Tax / Fees / Misc	$0.00
Total	**$1,078.65 (plus tax)**

Base Frequency: Monthly

Overage Frequency: Quarterly

CUSTOMER ACCEPTANCE

Print Name | **Signature** | **Date**

Global Office Inc
2070 Commerce Ave., Concord CA 94520

Signature: Mark Hipperson

Date: 6/1/2026

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Equipment Maintenance Agreement - Terms and Conditions

This Maintenance Agreement is entered into between you the customer, and Global Office, Inc. Subject to the terms and conditions set forth in this agreement and on the front page of this document, the parties agree as follows:

Term: This Agreement shall become effective on the date of delivery of the equipment, and shall remain in full force for an initial 39-month term as defined on page 1 of this agreement.

Automatic Renewal: Upon expiration of the initial 39-month term, this Agreement shall be automatically extended to a month-to-month term.

Global Office, Inc Responsibilities: During the term of the Equipment Maintenance Agreement (EMA), Global Office Inc. (Global) will provide on-site service and repair (including parts and labor) preventative maintenance as required and all supplies excluding staples and paper (for supply inclusive contracts) for the equipment listed on the front of this document or subsequent amendment or equipment schedule.

Exclusions: This service agreement shall not apply to services or repairs made necessary due to customer neglect, damage caused by the relocation of equipment without prior notification, service performed by NON-Global employees, or any damage caused by natural disasters or other than normal equipment wear and tear. A monthly fee of $3.55 per copier system will be charged to cover shipping cost's related to the shipping of toner for supply inclusive contracts.

After hours or non-contract charges: An hourly rate for non-contract customers is $150 per hour with a two-hour minimum. After hours service (after 5pm) can be provided for contract customers at the non-contract rate. All chargeable service calls will be billed $50 travel time. Global will provide service to non-EMA customers on a time and material basis.

Breach: If the customer fails to pay in a timely manner for services, Global can withhold service and supplies for the equipment covered under this agreement. Invoices are payable upon receipt, terms are net.

Initial

Coversheet

2026-27 Consolidated Application and Reporting System (CARS)

Section: VI. Action Items
Item: J. 2026-27 Consolidated Application and Reporting System (CARS)
Purpose: Vote
Submitted by:
Related Material:
2026–27 Application for Funding Data Entry (CARS) (CA Dept of Education).pdf

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Making Waves Academy (07 10074 0114470)

2026–27 Application for Funding

Required fields are denoted with an asterisk (*).

Data saved successfully as a draft.
Hide Messages | Export Messages | Clear Messages

Severity	Description
Warning	Protected Prayer Certification must be certified before this submission.

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year: ☑

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year: ☑

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

* **Title I, Part A (Basic Grant)**:
ESSA Sec. 1111 et seq.
SACS 3010
○ No ◉ Yes

* **Title II, Part A (Supporting Effective Instruction)**:
ESEA Sec. 2104
SACS 4035
○ No ◉ Yes

* **Title III English Learner**:
ESEA Sec. 3102
SACS 4203
○ No ◉ Yes

* **Title III Immigrant**:
ESEA Sec. 3102
SACS 4201
○ No ◉ Yes

* **Title IV, Part A (Student and School Support)**:
ESSA Sec. 4101
SACS 4127

○ No ◉ Yes

Last Saved: Lawrence Lee (lleemwa), 6/1/2026 3:00 PM, Draft

Save Return to List

Consolidated Application Support Desk, Education Data Office | ConAppSupport@cde.ca.gov | 916-319-0297
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy

Coversheet

2026-27 Education Protection Account (EPA)

Section: VI. Action Items
Item: K. 2026-27 Education Protection Account (EPA)
Purpose: Vote
Submitted by:
Related Material:
Education_Protection_Account_-_Board_Resolution_-2026-27-06.08.2026.pdf
Education Protection Account Spending Plan 2026-27-06.08.2026.pdf

Making Waves Academy

Board Meeting:

June 15, 2026

Education Protection Account

WHEREAS, the voters of California approved Proposition 30 on November 6, 2012; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

WHEREAS, the provision of Article XIII, Section 36(e) creates in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30th of each year, the Controller shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within 10 days preceding the end of the fiscal year; and

WHEREAS, charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the governing board shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by charter school to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Account and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of Making Waves Academy; and

2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of Making Waves Academy has determined to spend the monies received from Education Protection Account as attached.

PASSED AND ADOPTED by the Governing Board of Making Waves Academy on June 15, 2026.

I, Alicia Klein, Board Chair of the Board of Making Waves Academy, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Governing Board at a regularly called and conducted meeting held on said date:

_____

Alicia Klein, Board Chair of Governing Board
Making Waves Academy

Making Waves Academy

2026-27 Education Protection Account (EPA) Spending

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs will receive EPA payments quarterly beginning with the 2026-27 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

> The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
>
> Each year, the local agency must publish on its Website an accounting of how much money was received from the EPA and how the funds were expended.

Making Waves Academy estimated 2026-27 Revenue and Expenditures:

Revenue: $3,695,770

Expenditures:

- Teachers Salary $3,695,770

Coversheet

Certificate of Amendment of Articles of Incorporation

Section: VI. Action Items
Item: L. Certificate of Amendment of Articles of Incorporation
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material:
MWA - Certificate of Amendment of Articles of Incorporation (CalSTRS Dissolution).pdf

BACKGROUND:

To ensure Making Waves Academy (MWA) remains fully compliant and that our teachers can participate in the California State Teachers' Retirement System (CalSTRS), the Board is asked to approve standard technical updates to our governing documents. To execute the required CalSTRS Certification (Form 0765), our dissolution clauses must strictly align with IRS guidelines. Currently, our foundational documents permit remaining assets upon dissolution to be distributed broadly to general 501(c)(3) nonprofits or defer generically to corporate dissolution laws. CalSTRS requires a much narrower restriction: upon dissolution, net assets must transfer *only* to another qualifying public school or to a California state or local government agency.

To resolve this discrepancy, the Board will vote on a coordinated package of administrative amendments to bring MWA into full compliance. Specifically, this action will approve: (1) a Certificate of Amendment to the **Articles of Incorporation** for filing with the Secretary of State; (2) targeted updates to the **Governing Board Bylaws** and parallel board policy; (3) a non-material revision to Element O of the **2025–2030 Charter Renewal Petition** to be coordinated with the Contra Costa County Office of Education; and (4) the final authorization to execute the **CalSTRS Certification**. These updates are strictly regulatory but necessary to safeguard our charter standing and employee retirement benefits.

RECOMMENDATION:

MWA recommends that the board approves actions M-Q.

CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION
OF
MAKING WAVES ACADEMY

The undersigned certify that:

1. They are the President and the Secretary, respectively, of Making Waves Academy, a California nonprofit public benefit corporation, with California Entity Number 3019452.
2. Article Six of the Articles of Incorporation of the Corporation is amended in its entirety to read as follows:

   "The property of this corporation is irrevocably dedicated to public benefit purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person.

   Upon the dissolution or final liquidation of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State."
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.
4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date:_____

_____

Alicia Malet Klein, President

Date:_____

_____

Enrique Romero, Secretary

Coversheet

Bylaws Revision

Section: VI. Action Items
Item: M. Bylaws Revision
Purpose: Vote
Submitted by:
Related Material: Board Bylaws_MWA Board_Redline_06.15.26.pdf

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.

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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)~~ another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

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

[1] NTD: Note this is the second section "7.2"; numbering is off throughout section.

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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; (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.

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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.

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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

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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 **14** 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 15, 2026** at, **Richmond,** California.

Coversheet

Board Policy 8: Dissolution of the School

Section:	VI. Action Items
Item:	N. Board Policy 8: Dissolution of the School
Purpose:	Vote
Submitted by:	
Related Material:	Board Policy 8 - Dissolution of the School.pdf

Adopted: February 27, 2008
Amended: April 3, 2014
Amended: June 15, 2026

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.

Following the board action, MWA shall promptly notify parents/guardians and students of MWA, the Contra Costa County Office of Education, MWA's SELPA, the retirement systems in which MWA's employees participate (e.g., State Teachers' Retirement System and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements. This notice will be provided promptly following the Board's decision to close MWA.

Adopted: February 27, 2008
Amended: April 3, 2014
Amended: June 15, 2026

MWA shall ensure that the notification to the parents/guardians and students of the Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. MWA will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

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)~~ another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

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.

Coversheet

Authorization to Submit Redline of Element O

Section: VI. Action Items
Item: P. Authorization to Submit Redline of Element O
Purpose: Vote
Submitted by:
Related Material: MWA - Element O Redline.pdf

REDLINE REVISION

MAKING WAVES ACADEMY

CHARTER PETITION (2025–2030 Renewal)

Element O — Procedures (Closure): Dissolution of Assets

Instruction: Amend the "Dissolution of Assets" subsection of Element O of the Charter Petition as shown below. Red strikethrough indicates deletions; red underline indicates insertions. A clean version of the revised paragraphs follows on the next page. Material amendments to a charter petition generally require approval by the authorizing entity under California Education Code section 47607.

Dissolution of Assets

On closure of MWA, all assets of MWA, including but not limited to all leaseholds, personal property, intellectual property and all average daily attendance apportionment and other revenues generated by students attending MWA, remain the sole property of the nonprofit public benefit corporation and, upon the dissolution of the nonprofit public benefit corporation, shall be distributed ~~in accordance with the laws and regulations in force that govern the dissolution of non-profit public benefit corporations~~ to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State. MWA will comply with all portions of Education Code Section 47605(c)(5)(O), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the Charter School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Any assets acquired from the District or CCCOE or District or CCCOE property will be promptly returned upon MWA's closure to the District or CCCOE, as appropriate. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

Section 414(d) Savings Clause. Notwithstanding any other provision of this Charter, if MWA participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a "government plan" governed by Section 414(d) of the Internal Revenue Code, then upon dissolution or final liquidation of MWA and/or its nonprofit public benefit corporation, the

corporation shall distribute its net assets in accordance with Section 414(d), related regulations, and the government plan's requirements, including IRS Notice 2015-07.

CLEAN VERSION

MAKING WAVES ACADEMY — CHARTER PETITION (2025–2030 Renewal)

Element O — Procedures (Closure): Dissolution of Assets

Dissolution of Assets

On closure of MWA, all assets of MWA, including but not limited to all leaseholds, personal property, intellectual property and all average daily attendance apportionment and other revenues generated by students attending MWA, remain the sole property of the nonprofit public benefit corporation and, upon the dissolution of the nonprofit public benefit corporation, shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State. MWA will comply with all portions of Education Code Section 47605(c)(5)(O), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the Charter School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Any assets acquired from the District or CCCOE or District or CCCOE property will be promptly returned upon MWA's closure to the District or CCCOE, as appropriate. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

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Coversheet

Employee Handbook

Section: VI. Action Items
Item: Q. Employee Handbook
Purpose: Vote
Submitted by: Isabel Montilla
Related Material: MWA Employee Handbook 2026-27.pdf

BACKGROUND:

EXECUTIVE SUMMARY OF CHANGES TO 2026-2027 EMPLOYEE HANDBOOK

People Operations & IT Review

Added New Section and Policies: 1) New Welcome statement from Liz Martinez; 2) Added a Personal Cell Phone Stipend for employees who must use their cell phone for timekeeping; added signature links to the CA required Injury and Illness Prevention Program (IIPP), and the Workplace Violence Prevention Plan (WVPP).

Updated: 1) The Technology Resources and Our Shared Digital Community section and included language on AI use. 2) The Confidential Information section to include explicit language about Family Educational Rights and Privacy Act (FERPA). 3) Holiday Pay Policy for Non-exempt Employees. *Non-Exempt employees receive 1.5x their regular hourly rate for all hours worked on a holiday.*

Edited: Reformatted the handbook and turned it in to a digital handbook, simplified the language to be warmer and less formal, and corrected all grammar and punctuation errors to ensure clarity.

Pending - Anthony Serrao, Young, Minney & Corr, Labor and Employment Review

1. Edits to SB848 Updated Policy - Child Abuse and Neglect Reporting (Mandated Reporting).
2. The Code of Conduct policy for employees.
3. Edits to handbook, e.g., “simplified the language to be clear and less formal.”

RECOMMENDATION:

Adopt post **Anthony Serrao, Young, Minney & Corr, Labor and Employment Review.**



Employee Handbook



2026-2027 Academic Year

Welcome!

Dear Making Waves Academy Employees,

Welcome, and thank you for being part of this community.

Making Waves Academy is a WASC-accredited, 5th through 12th-grade public charter school and nonprofit organization. Our mission is rooted in something deeply personal: ensuring that historically underserved young people from Richmond and the surrounding community have access to a high-quality education and the tools to build fulfilling lives. Every decision we make is oriented toward a clear portrait of who our graduates will be: self-aware and purpose-driven, academically prepared with durable skills, financially literate, ready to thrive in the workplace, and committed to giving back to the communities that shaped them.

That portrait is the foundation. Our north star reaches further still: six years after graduation, our young adults are on a path to real economic mobility, earning a degree or credential, securing meaningful work, and building long-term financial stability. We help students figure out who they are, what they care about, and how to align their passions with a real future. Upon graduation, our College Advising Program continues that work, providing coaching and financial support to Wave-Makers as they navigate the challenges of post-secondary life. For over thirty years, Making Waves has walked alongside hundreds of hardworking students on their way to degrees and certifications across the country. That legacy is something we carry forward together.

MWA is a place where we want all community members to feel seen, heard, and safe. The work we do here matters, and it matters that we do it in an environment that is healthy, supportive, and grounded in mutual respect.

In order to sustain that environment, one where students can thrive and staff can do their best work, we need shared expectations that everyone understands and upholds. This Handbook outlines the policies, procedures, and guidelines that govern our work as MWA employees. Please read it carefully and return to it often.

We have so much work ahead of us. But I am confident that with the clarity of purpose and the strength of community that define this place, we will do it with joy.

Thank you for being here.

Liz Martinez

Executive Director

Check out our school website for the latest Making Waves Academy **Impact Report.**

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Our Approach

Objective

Our objective is to address the disparity in educational opportunity that exists between suburban and urban youths, and to improve the educational opportunities for students in the Richmond area.

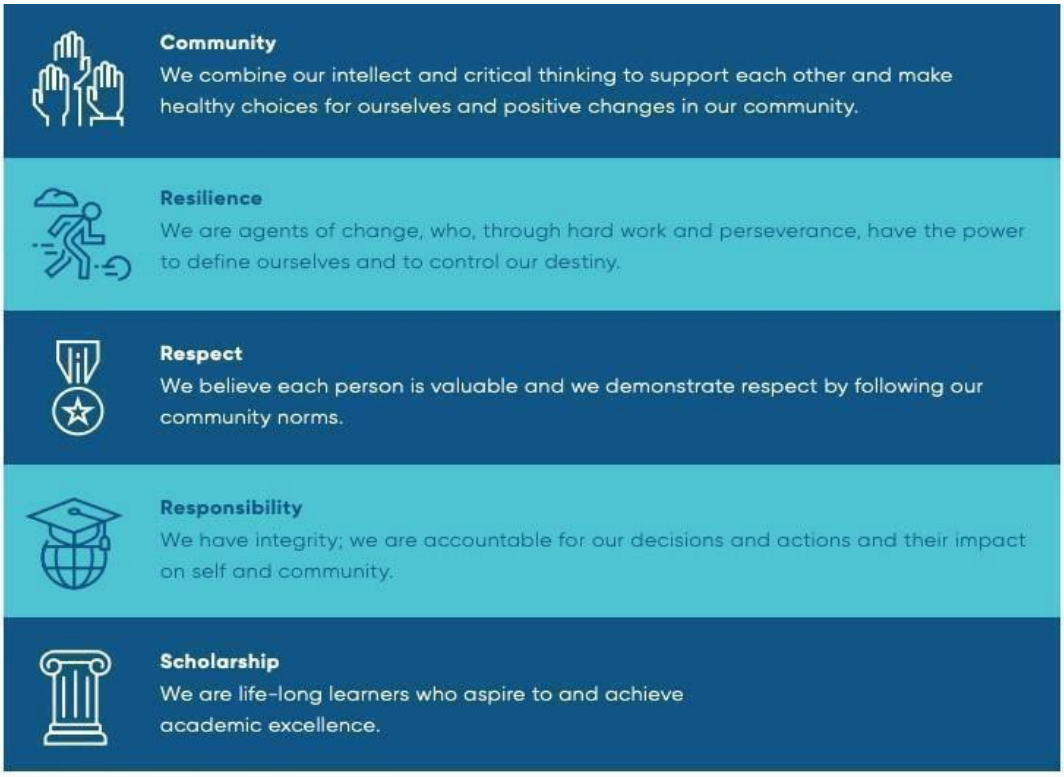
Mission

MWA commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

Vision of Impact

- Traditionally underserved students in Richmond and Contra Costa County.
- 70% of our students will earn an appropriately challenging post-secondary degree, graduating with minimal college debt.

Core Values



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Our History

In 1989, John Scully, Managing Director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School Board Member, the late Reverend Eugene Farlough, Pastor of the Sojourner Truth Presbyterian Church in Richmond, and together they created Making Waves, an organization that would support the healthy well-being, education and pre-career development of urban children. Mr. Scully's vision grew from his experiences and his observation of numerous public education systems in California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" was increasing at an alarming rate. Mr. Scully also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and the communities in which they reside. While Mr. Scully does not serve in any formal capacity at MWA, his role as Founder of Making Waves, his reasons for starting Making Waves, and his vision for serving this community informs our approach. Making Waves Academy opened its doors to its first students in 2007.

Our Program

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12th grade public charter school. Our tremendous success is predicated on a program that focuses on the whole child and provides an array of services: rigorous academic instruction, academic support, healthy meals, mental health counseling, college counseling, and family support.



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Purpose of This Handbook

Welcome to your MWA Employee Handbook. This guide is your go-to resource for understanding our policies, procedures, and expectations, as well as the benefits and opportunities available to you. It's designed to ensure a clear, consistent, and respectful workplace for everyone, all while reflecting our commitment to California labor laws. Think of it as a helpful roadmap for your successful journey with MWA.

At-Will Employment & Our Relationship

Employment at MWA is "at-will." This means that both you and MWA are free to end the employment relationship at any time, for any reason, with or without "cause" or advance notice, as long as no laws are violated.

Key Rules of At-Will Employment

- **No Employment Contract:** This Handbook is a guide, not a legal contract. It does not guarantee employment for any specific period.
- **Only the Board Can Change This:** No manager or supervisor has the authority to change your at-will status. The only way at-will status can be modified is through a formal written agreement signed by the Board President.
- **Performance and "Non-Renewal":** Each year, MWA conducts an "intent-to-return" process for staffing. While MWA may use tools like Performance Improvement Plans (PIPs), these are not required. MWA may choose to move toward non-renewal of employment at its sole discretion.
- **Policy Updates:** MWA has the right to change its policies, wages, hours, and working conditions at any time. When we update this Handbook, those new rules replace all previous agreements or policies.

We encourage you to read this Handbook carefully. It's a key resource for understanding your responsibilities and the supportive environment we strive to create. If you have any questions as you read, please don't hesitate to reach out to the People Operations Department (formerly known as Human Resources).

Employee Handbook Receipt Acknowledgment

I acknowledge that I have received digital access to the MWA Employee Handbook and the Injury and Illness Prevention Program (IIPP). By signing below, I agree to the following:

- **Responsibility to Read:** I understand it is my responsibility to read, understand, and comply with all policies contained in these documents.

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- **At-Will Employment:** I acknowledge that my employment with MWA is "at-will," meaning that either MWA or I may terminate the employment relationship at any time, with or without cause or advance notice. I understand that nothing in these documents creates a contract of employment for a definite period.
- **Updates and Revisions:** I understand that MWA reserves the right to modify or rescind any policies, benefits, or practices described in these documents at its sole discretion, except for the policy of at-will employment.
- **Safety Compliance:** I specifically acknowledge my role in maintaining a safe workplace by adhering to the protocols outlined in the IIPP and the WVPP, including my responsibility to report any hazards or threats immediately.
- **Electronic Signature:** I agree that my electronic signature is the legally binding equivalent of my handwritten signature.

_____ _____

Employee Signature **Date**



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Professional Standards & Workplace Operations

Equal Employment Opportunity

MWA is an equal opportunity employer. It is the policy of the school to afford equal employment and advancement opportunity to all qualified individuals regardless of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, citizenship, immigration status, religion, religious affiliation, sexual orientation, medical condition, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code. This policy extends to all job applicants and employees and to all aspects of the employment relationship including: hiring, training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the school will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the People Operations Department and request such an accommodation. The individual with the disability should specify what accommodation they need to perform the job, or if unknown, what job duties are impaired by the disability. The school then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The school will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the school will make the accommodation.

Harassment, Discrimination, and Retaliation Prevention

MWA is committed to a workplace and educational atmosphere free of unlawful harassment, discrimination, and retaliation. We prohibit discrimination or harassment based on any protected characteristic, including but not limited to:

age, ancestry or national origin, color, gender, gender identity, or gender expression, genetic information, marital status, medical condition, physical or mental disability, race, religion, sex, sexual orientation, veteran or military status, any or other category protected by local, state, or federal law

This policy applies to all employees, volunteers, and independent contractors of MWA. We believe every individual has the right to work in an environment where they are not harassed,

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discriminated against, or retaliated against based on any protected characteristic. MWA does not tolerate unlawful conduct by any employee, or by third parties such as vendors or visitors. To ensure a safe workplace, all supervisors and managers are strictly required to report any complaints or observations of unlawful harassment directly to the Senior Director of People Operations or their designee.

When MWA receives allegations of unlawful harassment, discrimination, or retaliation, we will conduct a fair, timely, and thorough investigation. If a complaint involves the Executive Director, the Board will oversee the process; otherwise, the investigation will be led by the Senior Director of People Operations or their designee. This process is designed to provide all parties with a full opportunity to present information so that we can reach reasonable conclusions based on the evidence. While we cannot guarantee complete secrecy, we are committed to handling these investigations as confidentially as possible.

MWA strictly prohibits retaliation against any complainant or witness who makes a good-faith report or participates in an investigation. We are committed to maintaining the integrity of this process and will take immediate and appropriate corrective action whenever an investigation finds that unlawful harassment, discrimination, or retaliation has occurred.

Workplace Harassment Restraining Orders

In addition to addressing violence or threats, MWA can now seek a temporary restraining order (TRO) on behalf of an employee who is experiencing harassment at work. This allows us to take action to protect employees even before the behavior escalates to violence, promoting a safer work environment for everyone.

Prohibited Unlawful Harassment

Harassment that is unlawful can take many forms, including:

- **Verbal conduct:** Epithets, derogatory jokes or comments, or slurs.
- **Physical conduct:** Assault, unwanted touching, intentionally blocking normal movement, or interfering with work due to sex, race, or any other protected characteristic.
- **Retaliation:** For reporting or threatening to report harassment.
- **Disparate treatment:** Unfair treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Sexual Harassment

MWA is dedicated to providing a workplace free of sexual harassment. We consider sexual harassment a serious offense that can lead to corrective action, including dismissal of the offending employee.

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Sexual harassment includes sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, regardless of whether it's motivated by sexual desire, when:

- Submission to the conduct is explicitly or implicitly a term or condition of employment.
- An employment decision is based on an individual's acceptance or rejection of the conduct.
- The conduct interferes with work performance or creates an intimidating, hostile, or offensive working environment.
- It is also unlawful to retaliate against any employee who raises a good faith concern about sexual harassment, whether directed at them or another individual.

Every employee shares the responsibility to maintain a workplace free from sexual harassment. If you become aware of any conduct that may constitute sexual harassment or other prohibited behavior, especially if you have supervisory responsibilities, please take immediate action to address it. If you believe you have been sexually harassed or witnessed sexual harassment, we encourage you to report it immediately to your supervisor and/or the Senior Director of People Operations. You can find the **Harassment/Discrimination/Retaliation Complaint Form in Appendix A** and the general **Internal Complaint Form in Appendix B.**

Examples of sexual harassment, though not an exhaustive list, include:

- Physical assaults of a sexual nature: Rape, sexual battery, molestation, or attempts to commit these acts; 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 comments: Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment: To an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward, or disparate treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct: Or intentionally making the performance of the employee’s job more difficult because of the employee’s sex.
- Sexual or discriminatory displays or publications anywhere at the workplace: Displaying sexually suggestive, demeaning, or pornographic pictures, cartoons, posters, calendars, graffiti, objects, or reading materials; publicly reading or publicizing such materials in the work environment; or displaying signs or other materials purporting to segregate an employee by sex in a workplace area (other than restrooms or similar rooms).

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While personal relationships are private matters, they are not always appropriate in a professional setting, especially when one person has management or supervisory responsibilities. Therefore, consensual relationships in the workplace may violate MWA policy.

Non-Discrimination Policy Contacts

If you have concerns related to discrimination, harassment, or retaliation, you can reach out to the following contacts:

Title IX and/or Title II, Title V, Title VI, 504 - Elizabeth Martinez, Executive Director, compliance@mwacademy.org (510) 262-1511

Training Requirements

All supervisors will receive two hours of sexual harassment prevention training within six months of hire or assuming a supervisory role, and every two years thereafter.

All other employees will receive one hour of sexual harassment prevention training within six months of hire and every two years thereafter.

This training covers all legally required topics, including the negative effects of abusive conduct on victims and others in the workplace. It also addresses methods to prevent abusive conduct (malicious behavior a reasonable person would find hostile, offensive, and unrelated to legitimate business interests), such as repeated verbal abuse, threatening or humiliating conduct, or sabotaging work performance. Supervisors will also be trained on how to appropriately respond when they become aware of unlawful harassment.

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Your Employment

Employee Classifications & Work Schedule

To help you understand your employment status, here are the classifications used at MWA:

Based on Fair Labor Standards Act (FLSA) Status

Non-Exempt Employees (Hourly):

- **Definition:** These positions are covered by federal and state wage and hour laws, meaning they are eligible for overtime pay.
- **Key Characteristic:** Non-exempt employees are paid for all hours worked, including overtime (typically 1.5 times their regular rate for hours over 8 in a day or 40 in a week, and double time for hours over 12 in a day, in California). They are also subject to meal and rest break requirements.

Exempt Employees (Salaried):

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- **Definition:** These positions meet specific legal criteria (related to duties and salary level) that exempt them from federal and state overtime pay requirements. These roles often include management, administration, or professional positions, like teachers.
- **Key Characteristic:** Exempt employees are paid a consistent salary regardless of the exact number of hours worked in a week. They are not eligible for overtime pay.

Exempt employees are expected to adhere to MWA's mandatory work hours and commit additional time as needed to fulfill job responsibilities satisfactorily.

Important Note: Your FLSA status (exempt or non-exempt) is determined by your job duties and salary, not by your job title or whether you are paid hourly or by salary.

Based on Work Schedule

Full-Time Employees:

- **Definition:** Employees who are regularly scheduled to work 30 or more hours per week.
- **Benefits:** Full-time employees are generally eligible for the full range of MWA-sponsored benefits.

Part-Time Employees:

- **Definition:** Employees who are regularly scheduled to work less than 30 hours per week.
- **Benefits:** Part-time employees may be eligible for certain pro-rated benefits.

Seasonal/Temporary Employees:

- **Definition:** Employees hired for a specific project, for a defined period, or to cover a temporary need. Their employment is expected to end on a specific date or upon completion of a task.
- **Benefits:** Seasonal/Temporary employees are not eligible for benefits.

Work Authorization and Immigration Compliance

To comply with federal law, MWA only hires individuals who are legally authorized to work in the United States. On or before your first day of work, you must complete the Department of Homeland Security Form I-9 and provide proof of your identity and work eligibility. By law, if this proof is not provided within three business days of your start date, MWA cannot continue your employment. If you have worked for MWA within the last three years, you may not need to submit a new Form I-9 unless your previous documentation has expired. While MWA may occasionally consider sponsoring visas based on school needs, such decisions are made on a case-by-case basis.

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MWA is committed to protecting the rights of all our employees. We do not check the immigration status of current employees or applicants unless legally required to do so. In accordance with California law, we do not discriminate against any individual for presenting a driver's license issued under the California Vehicle Code to those who have not established federally authorized presence. Furthermore, we strictly prohibit any form of retaliation or adverse action against employees for exercising their rights under immigration laws, including threats related to citizenship status.

In compliance with the Immigrant Worker Protection Act, MWA maintains strict privacy regarding employee records. We do not allow federal immigration enforcement agents to enter nonpublic areas of the school without a judicial warrant, nor do we voluntarily provide access to employee records without a subpoena or warrant. If a search of records is legally authorized, MWA will provide the affected employees with notice of the inspection both before and after it occurs, as required by law.

Criminal Background Checks

For the safety and well-being of our students, all individuals who work or volunteer at MWA must pass a criminal background check, as required by law.

You cannot work at MWA if you have been convicted of:

- A controlled substance offense.
- A sex offense.
- A serious or violent felony.
- Any other condition that would prevent employment in a public-school district (unless a specific legal exception applies).

To ensure the safety of our students and staff, MWA cannot finalize the hire of any applicant until the Department of Justice (DOJ) completes a state criminal history check.

Once hired, your safety record remains a condition of your employment. You are required to report any criminal charges or convictions to the Senior Director of People Operations within 24 hours of the incident. While MWA receives automated "subsequent arrest" notifications directly from the DOJ, you are still personally responsible for disclosing this information. Failure to notify the school within this 24-hour window is a violation of policy and may lead to corrective action, regardless of the final outcome of the criminal case.

Child Abuse and Neglect Reporting (Mandated Reporting)

- **Who This Policy Covers:** At MWA, student safety is our primary responsibility. This policy applies to all school employees, volunteers, independent contractors, and Board

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members. Under California law, every person in these roles is considered a "Mandated Reporter."

- **The Legal Requirement:** In accordance with California Penal Code section 11166, if you have knowledge of, or observe, a child in your professional capacity who you know or reasonably suspect has been a victim of child abuse, you have a legal duty to report it.
- **How to Report:** To remain compliant with the law and MWA policy, you must follow these two steps:
- **Immediate Phone Report:** You must contact a child protective agency by telephone immediately, or as soon as practically possible.
- **Written Report:** You must prepare and send a formal written report to the agency within thirty-six (36) hours of receiving the information regarding the incident.

Mandatory Training & Deadlines

To ensure everyone is prepared, MWA provides annual training on how to spot and report child abuse, and how to prevent abuse on school grounds and during school events.

Who needs to train and when?

- **Existing Staff:** Must complete the training within the first 6 weeks of the school year.
- **Mid-Year Hires:** Must complete the training within the first 6 weeks on the job.
- **Contractors:** Are responsible for completing their own training and providing certification to MWA.
- **Why this matters:** This training is not optional. If you fail to report suspected abuse, you are breaking the law. Under California Penal Code 11166, this is a misdemeanor that can result in up to 6 months in jail, a $1,000 fine or both.
- **Your Certification:** By signing this Handbook, you acknowledge that you are a "childcare custodian" under the law. You are confirming that you understand your duties and will follow the reporting rules laid out in California Penal Code section 11166.

Code of Conduct for the MWA Team

Prioritizing Student Well-being and Excellence

Safety is our first priority. Every adult at MWA must act to protect the physical, emotional, and mental well-being of our students. This includes fulfilling your role as a mandated reporter and contributing to a supportive atmosphere where all students feel valued. For our instructional staff, this commitment extends to providing high-quality, equitable instruction that follows our approved curriculum and ensures that all student work is evaluated through fair and consistent assessment.

Professional Boundaries and Privacy

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We maintain clear, professional boundaries with students at all times, both on and off campus. All communication must be for school-related purposes and occur through official MWA channels. We respect the privacy of our students and families. Those in non-instructional roles must be particularly diligent in protecting the sensitive data and records encountered in the course of school operations, sharing information only when there is a legitimate educational need.

Integrity, Honesty, and Resource Management

MWA staff are expected to be truthful in all professional dealings, including records and communications. We avoid conflicts of interest and do not accept gifts that could influence our professional judgment. We treat school property and resources with respect, using them only for authorized school business to ensure the smooth functioning of our campus.

Professional Conduct and Role Modeling

As role models, we demonstrate respect, responsibility, and accountability in every interaction. This includes:

- **Collaboration:** Working constructively with colleagues, parents/guardians, and the community.
- **Professionalism:** Maintaining standards of dress, punctuality, and appropriate language.
- **Off-Duty Conduct:** While we respect your personal life, we expect staff to conduct their affairs in a way that does not negatively impact the school's reputation or your ability to perform your work. Illegal or immoral conduct that affects the school's integrity will not be tolerated.

Corporal Punishment Is Prohibited

MWA strictly prohibits corporal punishment. This means you must never intentionally inflict or cause physical pain to a student.

What IS corporal punishment:

- Grabbing, pinching, hitting, slapping/swatting, shoving/pushing, kicking, or otherwise causing physical pain.
- Physically restraining a student.
- Making students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as punishment.

What is NOT corporal punishment: Using reasonable and necessary force to protect yourself, students, and others, or property. This includes:

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- Stopping a student fight.
- Preventing vandalism.
- Defending yourself from physical harm.
- Taking away a weapon or dangerous object.
- Directing physical training or activities (like team drills or calisthenics) as part of athletics or physical education.

Reporting Concerns & Consequences

If you witness or suspect any violation of this Code of Conduct, or any inappropriate behavior, you have a responsibility to report it immediately to your supervisor and/or the Senior Director of People Operations. We prohibit any form of retaliation against employees who report concerns in good faith.

Violations of this Code of Conduct or other MWA policies may result in disciplinary action, up to and including termination of employment, and may also lead to legal consequences or reporting to relevant state credentialing bodies (e.g., California Commission on Teacher Credentialing for certificated staff).

Confidential Information

All information related to students (personal details, schools attended, addresses, contact numbers, and academic progress) is confidential and cannot be shared with unauthorized parties. All records concerning special education pupils must be kept strictly confidential and maintained separately.

Federal and state laws, including the Family Educational Rights and Privacy Act (FERPA), require strict confidentiality for student records and personally identifiable information. FERPA means that student data belongs to the family and the school; it is not for public discussion. This privacy requirement applies to all forms of communication, including verbal conversations, emails, and social media. Employees must ensure such confidential information is shared only with those authorized to use it.

You may only access and/or modify confidential student records for which you have authorization and a legitimate purpose as part of your job duties. Please understand that violating FERPA, failure to maintain confidentiality, or related misconduct may result in restricted or revoked access to MWA computers and corrective action.

Conflict of Interest

During work hours, we expect your best efforts and full attention to your job. We also expect you to use good judgment, adhere to high ethical standards, and avoid business, financial, or

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other interests or relationships that create an actual or potential conflict between your personal interests and MWA.

A conflict of interest exists when your loyalties or actions are divided between MWA's interests and those of another, or when you can influence a decision that might result in personal gain for yourself or a relative due to MWA's business dealings. Both the fact and the appearance of a conflict of interest should be avoided.



Compensation & Payroll

Work Schedule

MWA’s standard operating hours are typically from 7:30 a.m. to 6:30 p.m., Monday through Friday. **Our mandatory work hours are 8:00 a.m. to 4:30 p.m.**

Paydays

Paydays are scheduled bi-weekly, 26 times per year. If you notice any error on your paycheck, please report it to your supervisor and the Payroll/Accounts Payable Specialist.

Timekeeping

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Accurate timekeeping is essential for payroll, benefits, and compliance with wage and hour laws. All employees are responsible for accurately recording their work time according to the guidelines below. Falsifying time records or recording time for another employee is strictly prohibited and is a violation of school policy.

For Non-Exempt Employees (Hourly)

We use designated timekeeping software to track all hours worked.

- **Clocking In/Out:** You must clock in at the start of your shift and clock out at the end of the day.
- **The "Off-the-Clock" Rule:** MWA has a strict policy against "off-the-clock" work. You are not permitted to "volunteer" extra time or perform any school-related tasks while clocked out. All work, no matter how brief, must be recorded.
- **Meticulous Records:** Your timecard must reflect your exact start and end times. This ensures your paycheck is correct and protects your rights as an employee.

Understanding Your Meal and Rest Periods

California law requires that non-exempt employees receive uninterrupted time to rest and recharge.

- **Unpaid Meal Periods:** If you work more than five (5) hours, you are entitled to an uninterrupted, unpaid meal period of at least 30 minutes.
- **Timing:** This break must begin no later than the end of your fifth hour of work.
- **Duty-Free:** During this time, you are completely relieved of all duties and free to leave the premises. You must clock out at the start and clock back in at the end of your meal period.
- **Paid Rest Periods:** You receive a 10-minute paid rest period for every four (4) hours worked (or major fraction thereof).
- **Timing:** These should be taken near the middle of each four-hour work segment.
- **On-Duty:** Because these are paid, you remain "on-duty" and do not need to clock in or out, but you must still be relieved of all work tasks.

Important Reminders:

- **Do Not Combine:** Meal and rest periods are separate; they cannot be combined or used to leave work early/start work late.
- **Notification:** If you are ever prevented from taking your full, uninterrupted break, you must notify your supervisor immediately so we can correct the issue and ensure you are compensated properly.

Meal Period Waivers

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MWA recognizes that certain schedules or roles may require a different approach to meal periods. There are two specific types of waivers available:

- The **Standard Shift Waiver** (6 Hours or Less) If your total workday will be completed in six (6) hours or less, you and MWA may mutually agree to waive your 30-minute unpaid meal period. This allows you to work your shift straight through and depart earlier.
- The **On-Duty Meal Period Agreement** In specific roles where the nature of the work prevents an employee from being relieved of all duty (such as certain student supervision roles), an "On-Duty" meal period may be authorized.

Paid Time: Unlike a standard meal break, an On-Duty meal period is paid at the employee's regular rate of pay.

Approval: On-Duty meal periods are only permitted when the job duties specifically require it and must be approved by People Operations.

Written Consent: This requires a specific written agreement between the employee and MWA, which must state that the employee may revoke the agreement at any time in writing.

Overtime Requirements

MWA may occasionally require overtime to meet operational needs. We aim to distribute these hours fairly. In California, overtime pay is calculated as follows:

- **1.5x Regular Rate:** For hours worked over 8 in a day, over 40 in a week, or for the first 8 hours on a 7th consecutive workday.
- **2x Regular Rate:** For hours worked over 12 in a day or over 8 hours on a 7th consecutive workday.

The Approval Process: To manage school budgets effectively, all overtime must be approved in writing by your supervisor in advance. While MWA will always pay for all overtime hours actually worked (as required by law), working unauthorized overtime is a violation of school policy and may result in corrective action.

For Exempt Employees (Salaried)

Exempt roles require a commitment to the school's mission that may extend beyond standard hours. You are expected to dedicate the time necessary to fulfill your job duties and must adhere to all mandatory work hours, faculty meetings, and specific schedules as required by your supervisor or the school calendar.

While not eligible for overtime, exempt staff are still required to maintain accurate attendance records for administrative purposes and leave tracking.

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To simplify the process, exempt timesheets are auto-populated within our timekeeping software. You are not required to clock in or out for daily shifts or meal periods. Instead, your responsibility is to ensure your timesheet accurately reflects your presence or absence:

- **Recording Leave:** You must manually update your timesheet to record any time off taken, e.g., Personal Day.
- **Accuracy:** You are solely responsible for the accuracy of your records. If an error occurs or you forget to log an absence, you must submit a Change Request.

Your Paycheck & Deductions

We want you to clearly understand your pay stub. By law, MWA withholds certain taxes and contributions from every employee's paycheck:

- **Federal Income Tax:** The amount depends on your earnings and the tax exemptions you claim on your W-4 form.
- **State Income Tax:** Similar to federal, this varies based on your earnings and the exemptions on your DE-4 form. (This is for California state income tax).
- **Social Security (FICA):** A portion of your earnings goes to the federal government, and MWA matches this amount.
- **State Disability Insurance (SDI): This** California state fund provides benefits if you need time off work due to illness or disability.

Every deduction is clearly explained on your pay stub. If you ever have questions about a deduction, please speak with the Payroll/Accounts Payable Specialist.

You can update your federal or state income tax withholdings at any time in our designated timekeeping software. In January, you can elect to retrieve your W-2 "Withholding Statement" (showing your total wages and taxes withheld for your income tax returns) from the software.

Wage Attachments and Garnishments

MWA does not help creditors collect personal debts, however, we are legally required to comply with court orders such as garnishments, levies, or judgments. These legal procedures may require MWA to withhold a portion of an employee's earnings.

Travel, Expenses, and Reimbursements

MWA reimburses employees for all actual and necessary expenses incurred while performing authorized school business. Whether you are traveling for a conference or driving for a field trip, the following guidelines ensure you are compensated fairly and promptly.

Work-Related Travel

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For business-related travel (including meals, lodging, airfare, or rentals), please follow these steps:

- **Pre-Approval:** All travel and related expenses must be approved in writing by your supervisor before any bookings are made.
- **Receipts & Deadlines:** Retain all original receipts. Expense reports must be submitted within 60 days of the end of your trip.
- **Substantiation:** To receive reimbursement, you must provide detailed expense reports certifying that the amounts were actual and necessary.
- **Per-Diem:** For information on current meal per-diem allowances, please contact the Business Services Department.

For a more detailed look at the relevant guidelines, go to **Travel and Expense Guidelines.**

Use of Personal Vehicles

Authorization & Responsibility

Employees may use their personal vehicles for approved school business only with prior verbal or written supervisor approval.

- **Insurance:** The employee's personal auto insurance is the primary coverage for any accident or damage. The school's insurance is secondary and limited.
- **Requirements:** By driving for school business, the employee certifies they possess a valid CA driver's license, current registration, and at least the California state-mandated minimum insurance.

Safety & Reimbursement

- **Safety:** Drivers must obey all traffic laws. Use of handheld devices while driving is strictly prohibited.
- **Mileage:** Business-related mileage is reimbursed at the current IRS rate. A mileage log must be submitted within 30 days of travel to be eligible for payment.
- **DMV Records:** The school reserves the right to request a driving record (Pull Notice) for any employee driving on school business.

Personal Cell Phone Stipend

MWA provides a $25 monthly stipend to specific employees (such as Seasonal Athletic Coaches) who have not been issued a school laptop or phone and have to use their personal phones for school business (timekeeping, student communication, etc.).

- **Eligibility:** This stipend is only for those who must use their personal device because a school-provided alternative is unavailable.

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- **Voluntary Usage:** If MWA provides you with a laptop or school phone and you choose to use your personal device instead, you are ineligible for the stipend.

Natural Disaster Pay: Supporting You During Emergencies

Life in California can bring unexpected natural disasters or extreme weather events that disrupt our daily routines and ability to work. This policy clarifies how pay is handled for employees when MWA operations are impacted by such events.

Your Safety Comes First

Always prioritize your safety and follow all instructions from local authorities (e.g., evacuation orders). We will communicate any school closures, delayed openings, or operational changes through a digital communication platform.

Pay During Natural Disaster Impact

How you are paid depends on your employment classification and whether you are able to work.

For Exempt Employees (Salaried)

- If MWA is open but you are unable to commute due to official disaster-related travel restrictions, you may be able to work remotely if feasible and approved by your supervisor.
- If MWA officially closes due to a natural disaster and you perform any work during that workweek (even remotely), you will receive your full regular salary for the entire week.
- If MWA is closed for a full workweek (e.g., Monday through Friday) and you perform no work during that entire week, payment for that week is at MWA's discretion. You may use accrued paid time off to cover this time.

For Non-Exempt Employees (Hourly)

Commuting During Disaster-Related Restrictions - If the school remains open but you are unable to commute due to official disaster-related travel restrictions (such as road closures or mandatory evacuations), your safety should be your first priority. While hours not worked are unpaid, you may utilize your accrued paid time off hours to ensure your paycheck remains consistent during the disruption.

During Official School Closures - If MWA is officially closed and you are not scheduled to work, those hours are generally unpaid. However, you are welcome to use your accrued paid time off hours to cover your standard schedule during the closure. Please note that any additional compensation for these periods is at the discretion of school leadership.

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Workplace Conduct & Environment

Professional Appearance & Dress Code

At MWA, our appearance is a tool. We dress to signal to our students, families, and colleagues that we are prepared, professional, and focused on learning. This policy applies to all staff. If you are in the building, you are expected to follow these standards.

The MWA Daily Standard

Unless it is a designated "Casual Day," all employees are expected to wear Professional Business attire.

- **Tops:** Collared shirts (polos, button-downs), blouses, sweaters, or professional knit tops.
- **Note on T-shirts:** Plain, neat t-shirts or MWA-branded gear are acceptable. T-shirts with non-school graphics, large logos, or "distressed" holes are not permitted.
- **Bottoms:** Slacks, chinos, dress pants, skirts, or dresses.
- **Note on Length/Fit:** Attire must be functional for an active school day (e.g., sitting on the floor, leaning over desks, or managing emergencies).

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- **Footwear:** Closed-toe and -heel shoes are required for safety. Athletic sneakers/tennis shoes are not allowed. Footwear must be professional (e.g., loafers, flats, boots, or dress shoes). **Exception:** PE/Coaching staff may wear athletic footwear.

Prohibited Items (What Not to Wear)

To avoid any confusion, the following items are not permitted during regular school hours:

- **Athletic Wear:** Leggings, yoga pants, sweatpants, or gym shorts (except for PE/Coaching staff).
- **Denim/Jeans:** Except on a designated "Casual Day."
- **Headwear:** Hats and caps are not to be worn indoors (unless for religious or cultural reasons).
- Hoodies/Sweatshirts
- Slides, mules, flip-flops, Crocs or slippers
- **Condition:** Any clothing that is torn, stained, overly revealing, or features offensive graphics.

Hair, Grooming, and Identity

MWA celebrates the diversity of our staff. We respect and welcome all hair textures and styles, including protective hairstyles (braids, locs, twists), and all religious or cultural headwear. We ask that all grooming be neat and professional.

Accommodations

MWA provides reasonable accommodations for dress and appearance based on disability, religion, or gender identity.

Medical Exceptions: If a medical condition requires a deviation from this policy (e.g., specific footwear), a formal request for accommodation must be submitted to People Operations. Please note that a general "doctor's note" is the start of an interactive process, not an automatic waiver of the school's professional standards.

Lactation Accommodation

The school provides reasonable break time for lactating employees to express breast milk. Whenever possible, this break time will run concurrently with other scheduled breaks. Any non-concurrent break time for lactation for non-exempt employees will be unpaid.

We'll make reasonable efforts to provide a private, non-bathroom room with electricity near your work area. You'll also have access to a sink with running water and a refrigerator. Employees with private offices should use their offices for expressing breast milk. Please contact your supervisor and/or People Operations to request lactation accommodation.

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Service Animal Accommodation

Bringing pets to school premises is prohibited, with the exception of service animals providing reasonable accommodations for individuals with disabilities. Before bringing a service animal to work, please contact People Operations to engage in the ADA interactive process. This helps us determine if the accommodation is reasonable and necessary. You'll be required to provide medical documentation of your need for a service animal.

Other Accommodations

We engage in an interactive process to support accommodation requests. For our exempt staff, please note that accommodations resulting in a permanent reduction of hours may require a pro-rated salary adjustment, as permitted by law. In these instances, People Operations will review the role's classification to ensure the position remains correctly categorized under California's exemption standards.

Drug and Alcohol-Free Workplace

MWA is committed to providing a drug and alcohol-free workplace to promote safety, employee health, stakeholder confidence, and high work standards. Drug or alcohol use, whether on or off the job, jeopardizes these goals by negatively affecting health, safety, security, productivity, and public trust. Use in the workplace or during job duties is extremely harmful to employees and other MWA stakeholders.

If you feel you have developed an addiction to, dependence on, or problem with alcohol or drugs (legal or illegal), we strongly encourage you to seek assistance before a policy violation occurs. MWA will take all reasonable steps to assist employees who request time off for a rehabilitation program. However, participation in a rehabilitation program may not prevent disciplinary action for a policy violation, especially if the violation occurred before you sought help. In its sole discretion, MWA may choose not to discharge an employee for a policy violation if they successfully complete a MWA-approved drug and/or alcohol rehabilitation program, and MWA determines they do not pose a safety risk.

Bringing, possessing, or using intoxicating beverages or drugs on MWA premises or during work duties is prohibited and may result in disciplinary action, up to and including termination of at-will employment.

Outside Employment (Moonlighting)

We understand that some employees may choose to have other jobs outside of MWA. You are permitted to do so, as long as it doesn't conflict with your work here or negatively impact MWA.

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Key Guidelines for Outside Employment:

- **No Conflicts:** Your outside work or activities must not compete with MWA's interests, use our tools, equipment, or confidential information without permission.
- **No Work During MWA Hours:** You cannot solicit or conduct any outside business while you are working for MWA.
- **Maintain Performance:** Your outside job is not an excuse for poor performance, absenteeism, tardiness, leaving early, or refusing necessary work (like travel or overtime) at MWA. If your outside work causes problems here, you may be asked to stop it and could face corrective action.
- **No Paid Sick Leave for Other Work:** You cannot use MWA-paid sick leave to perform work for another employer.
- **Avoid Conflicts of Interest:** If your outside employment creates a conflict of interest with MWA or could negatively affect MWA, you may be asked to end that outside employment.
- **Your Rights:** Nothing in this policy is intended to limit or interfere with your rights under the National Labor Relations Act, including your right to organize or engage in protected activities regarding your employment terms and conditions.

Self-Assessments and Performance Conversations

At MWA, Scholarship is a core value: "We are life-long learners who aspire to and achieve academic excellence." This commitment to growth extends to all our employees. We believe in supporting your development and celebrating your contributions through regular performance conversations.

These discussions provide an opportunity for you and your supervisor to connect, discuss your progress, and support your professional journey. While we encourage ongoing, informal feedback, the frequency of formal conversations varies based on factors like your tenure and role. We typically schedule the following:

- Teacher Induction and participation in formal observation cycles at least twice a year.
- New Teacher Boot Camp.
- 60- and 180-day check-ins to ensure a strong start.
- Annual Reviews: A comprehensive yearly summary of your contributions and growth.

During our conversations, we'll cover key areas such as your self-assessment, attendance, work quality, job knowledge, impact, and interactions with others. The primary goals are to:

- Collaborate on setting clear future goals.
- Highlight your strengths and identify areas for growth.
- Provide coaching, support, resources, and keep you informed about your development.

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Performance conversations may be documented in writing and placed in your personnel file. We encourage employees to participate actively in this process; you have the right to provide a written response to any formal evaluation.

Telework Policy (Working from Home)

MWA offers a one-day-per-week telework option for specific roles. This is a temporary privilege based on performance and school needs, not a permanent right.

Am I Eligible?

To request a telework arrangement you must be in a position that doesn't require direct, in-person interaction with faculty, students, and families and/or support for daily school operations.

Eligible Roles (Roles that DO NOT require in-person support):

- Executive (e.g., CEO, Executive Director)
- Director (e.g., Finance, People Operations)
- Manager/Administrator (e.g., Compliance, Data, and Assessment Manager, Payroll/Accounts Payable Administrator)

Ineligible Roles (Roles that require in-person support):

- Faculty
- Operations
- School-based Information Technology (IT)
- Student Support Services

The Ground Rules

Eligibility Waiting Period: New employees in eligible roles may request a telework arrangement after successfully completing their first 90 days of employment. This period allows the employee to fully integrate into the MWA culture, master school systems, and establish a baseline of performance excellence.

- **Your standing:** You must be in “Good Standing” meaning you are meeting all performance goals, have no active disciplinary warnings, and are fully caught up on all required training and policy requirements."
- **School First:** If there is a meeting, emergency, or event on your remote day, you must come to campus. School needs always override the telework schedule.
- **Standard Hours:** You must be fully accessible and active during MWA’s mandatory work hours (8:00 a.m. – 4:30 p.m.).

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- **Professionalism:** Maintain professional dress and grooming during video calls. If communicating with students and/or families, follow all Professional Boundary policies.

Your Remote Workspace

- **Environment:** You must have a safe, quiet, and distraction-free workspace with a secure internet connection.
- **Equipment:** Use only MWA-provided technology for school business. This equipment is for work use only.
- **Safety & Accidents:** Your home office is an extension of the school. You must follow all safety practices. Any injury, theft, or equipment loss must be reported to People Operations immediately.

Performance Review

Telework is sustainable only if your work quality remains high. If productivity drops, or if the arrangement interferes with your team's success, MWA may adjust or end your telework privilege at any time.

Communication and Conflict Resolution

At MWA, we believe that open communication is the foundation of a healthy school culture. We want you to feel empowered to share ideas, participate in decisions, and resolve concerns promptly and professionally.

Our Open-Door Policy

We encourage direct, informal conversations as the primary way to resolve issues. If you have a job-related concern or suggestion, please speak with your immediate supervisor as soon as possible. We find that most matters can be fully addressed through proactive, honest dialogue.

Internal Complaint Review (Employee vs. Employee)

If a conflict with a colleague arises, MWA expects and empowers employees to first attempt a respectful, direct resolution with the other party, whenever safe and appropriate.

If direct resolution is not possible, or if the conflict remains unresolved, follow this ladder:

Step 1: Supervisor Involvement. Bring the issue to your immediate supervisor.

Step 2: People Operations. If the conflict involves your supervisor, or if previous steps failed, contact the Senior Director of People Operations. You will be asked to submit your complaint in writing, including all relevant facts. The Director will investigate and provide a formal solution or explanation.

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Step 3: Board Review. If the complaint is regarding the Executive Director, submit your concern in writing to the President of the Board of Directors. The Board may conduct an internal fact-finding mission or authorize a third-party investigator to resolve the matter.

External Complaints (Non-Employee vs. Employee)

When a parent, vendor, or member of the public has a concern regarding an MWA employee, the following process applies:

- **Informal Resolution:** We first attempt to resolve the issue through dialogue.
- **Formal Written Complaint:** If unresolved, the external party should submit a written complaint to the Executive Director (or designee).
- **Investigation:** The Executive Director (or designee) will gather facts and speak with all parties involved. If the complaint is found valid, the Executive Director will determine the appropriate action.
- **Finality:** The Executive Director's decision is final unless appealed to the Board of Directors.

Universal Standards for All Complaints

Regardless of the nature of the concern, MWA adheres to these three principles:

- **Confidentiality:** We will keep investigations and resolutions as private as possible. While absolute confidentiality cannot be guaranteed (as some information-sharing is necessary to investigate), we only share details on a "need-to-know" basis.
- **Non-Retaliation:** You will never be disciplined, penalized, or retaliated against for raising a good-faith concern or participating in a complaint process.
- **Fair Explanations:** While we cannot guarantee that every outcome will be exactly what you hoped for, we commit to explaining our decisions and taking the necessary measures to reach an effective resolution.

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Health, Safety, and Security

MWA's top priority is a safe environment. While this Handbook outlines our daily expectations, your safety is also governed by two primary state-mandated programs: the Injury and Illness Prevention Program (IIPP) and the Workplace Violence Prevention Plan (WVPP). You can access the full technical versions of these plans [here].

Safety Responsibilities

Accident prevention is everyone's job.

- **Report Hazards:** If you see a safety risk (a spill, a broken gate, a suspicious person), report it to a campus supervisor immediately.
- **Proposition 65:** MWA complies with California's Prop 65 by informing you of any known chemical exposures.

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- **Training:** You must participate in all required safety training and follow established regulations. If you aren't sure how to do a task safely—stop and ask.

Emergency & Security

- **Reporting:** In an emergency (fire, medical, or safety threat), notify a campus supervisor immediately and call 911 if necessary.
- **Awareness:** Stay alert. Report loitering or suspicious activity in parking lots or service areas to campus security.

Health & Wellness Requirements

- **Smoke-Free Campus:** Smoking, vaping, and e-cigarettes are prohibited on all MWA property.
- **Fragrance-Free Workplace:** To protect staff and students with respiratory sensitivities, do not wear perceptible fragrances (perfumes, colognes) or use scented items like candles or air fresheners in the building.
- **TB Screening:** Per California law, all staff must provide proof of a TB risk assessment before starting. Current employees must be re-screened every four years.

Personal Property & Boundaries

- **Personal Items:** You are responsible for your own property. MWA is not liable for lost, stolen, or damaged personal items or packages delivered to the school.
- **Children in the Workplace:** To maintain a professional and safe environment, children of staff are generally not permitted on campus during work hours. Rare exceptions (like showing off a newborn) require prior approval from a Division Director and full supervision by the parent.
- **Visitors:** All visitors must follow the MWA Visitor Policy. Adults or minors who defy school authority or bypass check-in may be reported to law enforcement.

Voluntary Activities

If you choose to participate in off-duty recreational or social events (like a staff volleyball game or a volunteer chaperone trip), your participation is strictly voluntary. These are at-will activities, and MWA is not liable for injuries occurring during these off-duty, non-work-related events.

Workers' Compensation

Workers’ compensation is a no-fault system designed to provide employees who sustain an injury or illness on the job with benefits to medically cure or relieve them of their industrial injury. Benefits include medical treatment, temporary disability benefits, permanent disability benefits, return to work benefits, and in the case of a death, benefits to qualified dependents.

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When Am I Covered?

Coverage under workers' compensation begins when you arrive at work. If you are injured or sustain an illness that arose in the course and scope of employment, you will be provided with Workers' Compensation benefits.

Injuries or illnesses caused by voluntary activity or off duty social or athletic activities may not be covered.

Work-Related Injuries: What to Do

If you experience a work-related injury or illness—no matter how minor it seems—you must follow these steps to ensure you receive medical care and protect your benefits.

Get Care

- Emergency! **Call 911** or go to the nearest emergency room immediately.
- **Non-Emergency:** Contact People Operations before seeking treatment. We will direct you to a provider to ensure you get high-quality, authorized care.
- **Pre-Designation of Personal Physician:** If you pre-designated a personal physician prior to an injury you may be able to receive care from your personal physician for work-related injuries.

Report It Fast

- **Timeline:** Report the injury to your Supervisor and People Operations immediately, and no later than 24 hours after it happens.
- **Gradual Illness:** If you develop a condition over time (like carpal tunnel), report it as soon as you believe it is work-related.
- **The Risk of Delay:** Workers' Compensation benefits do not start until you notify MWA. Delaying your report can lead to your benefits being delayed or even denied by the insurance carrier.

Post-Accident Procedures

Drug Testing: Please be aware that following a serious workplace accident involving injury or significant property damage, MWA may require a drug test.

If your injury results in lost time from work, you must provide medical certification regarding your need for leave and your eventual ability to return to work.

If your injury requires more than basic first aid or causes you to miss work, MWA will start a formal claim process.

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Getting the Form (The DWC-1)

Within one working day of learning about your injury, People Operations will give you the Workers' Compensation Claim Form (DWC-1). This is the official document that starts your claim with our insurance provider.

Your Responsibility

To move the process forward, you must:

1. Complete the "Employee" section of the form.
2. Check the "Temporary Receipt" box (this confirms you received the form).
3. Keep a copy for your personal records.
4. Return the form to People Operations immediately.

MWA's Responsibility

Once you return the form, People Operations will:

1. Complete the "Employer" section of the form.
2. Provide you with a finished copy for your files.
3. Submit the claim to our Workers' Compensation insurance administrator for processing.

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Technology Resources and Our Shared Digital Community

At Making Waves Academy, our technology is a vital tool that helps us empower our students for a future shaped by innovation. To keep our community safe and our information secure, we ask all faculty and staff to follow these collaborative guidelines.

Digital Safety & Privacy

A Secure Environment: MWA uses security programs to monitor network traffic and websites visited. This ensures our systems stay healthy and compliant with the California Electronic Communications Privacy Act (CalECPA) and CIPA.

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- **Our Shared Spaces:** MWA technology resources are intended for school business. To protect our data, MWA reserves the right to log and review activity on school-owned devices; summaries may be provided to leadership when necessary.
- **Online Platforms:** To ensure data security and centralized management, employees are prohibited from creating accounts on third-party online platforms (e.g., Grammarly, Padlet, or AI tools) for MWA business purposes. All platform registrations and subscriptions are managed exclusively by the IT Department.
- **Security First:** Tools like Multi-Factor Authentication (MFA) are our best defense. Please do not disable these features; they protect you and our students.

Responsible Use of AI

We are committed to using Artificial Intelligence (AI) to strengthen instruction. Because we have significant legal obligations to our students (FERPA, SOPIPA, AB 1584), we use the following framework:

- **Protecting Student Privacy:** Never enter student personally identifiable information (PII) into any AI tool not on the MWA Approved List. Practice data minimization by anonymizing student data whenever possible.
- **Approved Tools Only:** You may only use AI tools (e.g., Gemini) vetted by IT. Submit new tool requests via SolarWinds; vendors must sign written data protection agreements before approval.
- **Permitted Uses:** You may use AI for ideas, outlines, and drafts. However, you are responsible for the final accuracy of all classroom materials.
- **Prohibited Uses:** Do not use AI as the sole method for detecting plagiarism or making high-stakes decisions (placement, discipline) without human review. Replacing substantive teacher-student interaction with AI content or creating "deepfakes" is strictly prohibited.
- **Integrity & Bias:** AI can "hallucinate" (provide false info). Always evaluate outputs for accuracy. You may not rely solely on an automated "plagiarism score" to discipline a student; meaningful human judgment is required.

Professional Conduct & Secure Communications

- **Respectful Material:** Never use MWA systems to display content that is offensive, harassing, or disrespectful based on protected characteristics under California law.
- **Data Residency:** Do not store school files on personal cloud accounts (i.e., personal iCloud/Dropbox) or unauthorized external drives.
- **Approved Messaging:** All work-related communication must occur via official school channels. The use of consumer messaging apps (e.g., WhatsApp) for work-related communication or the transmission of student data is strictly prohibited due to security and privacy compliance.

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- **Your Online Voice:** We respect your right to post online! Please make it clear your views are your own. Nothing here limits your right under the NLRA to discuss working conditions or wages.

Personal Devices (BYOD)

- **Laptops & Tablets:** Staff may not use personal laptops or tablets on MWA's campus network. This includes personal USB drives or memory cards.
- **Mobile Access:** You may access MWA Google Workspace on your personal phone—provided you use MFA and keep your device software updated. Use your official MWA email for all school business to keep your personal and professional lives separate.

Caring for Equipment & Travel Security

- **Physical Security:** Your laptop is your mobile office. Lock it with a password, store it securely when away from your station, and never leave it in a vehicle.
- **International Travel:** You must notify the IT Department at least 14 days before traveling internationally with any school device. Travel to high-risk regions may require a school-provided "loaner" device.
- **Transit Protocol:** Keep your laptop in your carry-on (never checked luggage). During travel, devices must remain in your physical possession or secured in a hotel room safe.
- **Replacement Costs:** If equipment is stolen due to gross negligence (e.g., left in an unlocked car or unattended in a public space), you may be held responsible for the replacement cost.

Incident Reporting: We're Here to Help

- **Mandatory Reporting:** If you suspect a data leak, lose a device, or realize student PII was entered into an unapproved AI, you must report it to IT and Administration immediately (within 1 hour). This includes reporting if a device was searched or seized by customs/border officials.
- **No-Fault Culture:** MWA encourages honest, immediate reporting. Quick action helps us notify families and authorities as required by law and mitigates potential damage.

Maintenance & Assets

- **Inventory:** IT maintains an active inventory for support and replacements. Please do not install unauthorized software (especially ".exe" files) without IT authorization.
- **Compliance & Consequences:** MWA monitors compliance to ensure a safe, legal learning environment. Violations involving student data are of particular concern. Consequences may include additional training, loss of tech access, or corrective action.

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Attendance, Punctuality, and Reliability

The Professional Standard

At MWA, we believe that the most critical factor in student success is the consistent presence of a dedicated educator. To support your well-being and ensure you can bring your best self to our students, MWA provides a generous annual calendar—including Winter, Spring, and Summer Breaks. These are provided so that you can rest and manage your health without impacting the school year.

Purposeful Use of Leave

- **Sick Leave:** Intended for your own illness, medical appointments, or mental health recovery. Per California law, this may also be used for the care of a family member.
- **Personal Days:** Intended for essential personal business that cannot be scheduled during existing school breaks.
- **Protected Leave:** MWA honors all leaves protected by California and Federal law (e.g., FMLA, CFRA, Jury Duty, and Organ Donor Leave).

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The Role of Unpaid Time

MWA does not recognize "unpaid time" as a discretionary or flexible day-off option. Taking a day of unpaid leave is not a "simple trade" for a day's pay; it is a disruption to our instructional mission and student growth.

- **Emergency Use Only:** Unpaid time off is reserved strictly for unavoidable, documented emergencies.
- **Non-Discretionary:** Unpaid leave may not be used to extend weekends, holidays, or to manage personal schedules that could have been handled during school breaks.

Protecting Critical Learning Times (Blackout Dates)

There are certain times of the year when our students need us the most—like the first few weeks of school, testing season, and the days right before a big break. To keep the learning environment stable, we ask that you avoid planning personal time off during these "Blackout" periods.

Restricted Periods:

- First four (4) weeks of the school year AND final four (4) weeks of the school year
- One day before or after extended holiday weekends AND two (2) days before and after week-long breaks (typically in November, February, and April)
- Last two (2) weeks in December before winter break AND first two (2) weeks of the second semester
- During SBAC or AP testing windows
- The week after school ends (for non-instructional, year-round employees)

We know significant life events (like weddings or graduations) don't always follow a school calendar—if you have a major life milestone, please speak with your immediate Supervisor or Division Director. The Supervisor or Division Director will communicate the request to the Executive Director who will provide input and ensure consistency across the organization.

Reporting Procedures - Communication is Key

We understand that life happens. When it does, clear communication helps us support you.

- **If you're running late:** Send a quick message to your supervisor with an ETA so we can make sure your area is covered until you arrive.
- **Planned Time Off:** For pre-scheduled events such as vacation, family milestones, or personal travel, please request approval at least two weeks in advance. All scheduled absences require prior approval from your supervisor and are not considered authorized until you receive formal confirmation.

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- **Unexpected Illness/Emergency:** If you wake up unwell, please prioritize your health, and call/text your supervisor, generally no later than one (1) hour before your scheduled start time. Tell your supervisor the reason for your absence--it's important for us to understand if your absence falls under a legally protected leave. And, notify your supervisor every day you are absent to keep them updated on your status and expected return to work.

Instructional Staff - Call/text your supervisor and fill out the Google MWA Faculty Absence & Coverage Request Form **no later than 6:00 a.m.** This early window is the "magic hour" that may give us time to secure a preferred substitute teacher.

Having 'emergency' plans on standby is a wonderful way to ensure your students are well cared for, even when life's surprises take you away from campus unexpectedly.

Consistency, Punctuality, and Support

Reliability is a cornerstone of our professional community. Frequent unscheduled absences or tardiness place an undue burden on colleagues and interrupt the learning environment.

We view patterns of unapproved absence or tardiness as an opportunity for a supportive conversation. Our goal is to collaborate on a solution that ensures professional standards are met.

If attendance issues are related to a disability or medical need, the school will explore "Reasonable Accommodations."

To ensure the educational continuity our students deserve, adherence to reporting procedures is mandatory. Frequent unapproved absences or failure to follow notification protocols may result in corrective action.

The Expectation

Our expectation is simple: Commit to being here for our students. When life makes that impossible, communicate with us early so we can support you and ensure your students continue to thrive in your absence.

Holidays

MWA, offers the following 15 paid holidays as a benefit to regular full-time employees:

- New Year's Day: January 1st
- Martin Luther King Jr. Birthday: Third Monday in January
- President's Day: Third Monday in February
- Farmworkers Day: March 31st
- Memorial Day: Last Monday in May

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- Juneteenth: June 19th
- Independence Day: July 4th
- Labor Day: First Monday in September
- Indigenous People's Day: Second Monday in October
- Veteran's Day: November 11th
- Thanksgiving Day: Fourth Thursday in November
- Friday after Thanksgiving: The Friday immediately following Thanksgiving Day
- Day before Christmas: December 24th
- Christmas Day: December 25th
- New Year's Eve: December 31st

If a holiday falls on a:

- **Saturday:** It's usually observed on the preceding Friday.
- **Sunday:** It's usually observed on the following Monday.

Part-time and temporary/seasonal employees are not eligible for holiday pay.

- Non-exempt employees required to work on a MWA-recognized holiday will be paid 1.5x (time-and-a-half) their regular hourly rate for all hours worked on the holiday.
- Exempt employees receive their regular pay plus one (1) extra paid day off. This extra paid day off must be taken within 90 days of the holiday they worked.

Honoring Religious Diversity & Accommodation

In accordance with California law, we will provide reasonable accommodation for your religious beliefs, observances, and practices. If you require time off or any other adjustment related to your religious beliefs or practices, please submit a written request to your supervisor and People Operations as far in advance as possible. This allows us the necessary time to work collaboratively with you to explore and implement appropriate accommodations while ensuring our students' needs are met.

If your religious holiday aligns with one of MWA's designated holidays, it will be observed as a paid holiday if you are eligible for holiday pay.

For other religious observances requiring time off, you may typically use accrued time off, or take an unpaid personal leave of absence, subject to supervisor approval and the operational needs of the school.

Paid Sick Leave

Life can throw unexpected curveballs, like an illness or an emergency, that make it hard to work. To help ease the financial stress during these times, MWA offers paid sick leave. It's

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there to support you when you need to focus on your health or the well-being of your loved ones.

How You Can Use Your Paid Sick Leave

You can use your paid sick leave for a variety of reasons, including:

- **Your Own Health:** Whether it's for routine check-ups like annual physicals and flu shots, or to get a diagnosis, treatment, or care for an existing health condition.
- **Family Care:** To help a family member who needs preventive care, diagnosis, treatment, or care for an existing health condition. Family members include your parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person.
- **Designated Person:** You can also use it to care for one designated person each year. You can designate one person per 12-month period.
- **Safety and Support:** If you need medical care or other assistance related to domestic violence, sexual assault, or stalking.

Who is Eligible and How You Earn Paid Sick Leave

- All employees are eligible for paid sick leave if they work at least 30 days within a calendar year from their start date.
- Regular full-time employees earn 2.46 hours of paid sick leave per pay period, which adds up to eight (8) days per full work year.
- Part-time, temporary/seasonal employees earn one (1) hour of paid sick leave for every 30 hours worked, up to a maximum of 80 hours per year.
- If you're a new employee who previously worked at a qualifying California public school or county office of education, we can accept a paid sick leave transfer, but please note this must be done within your first year of employment.

Important Things to Know About Using Paid Sick Leave

- You can start using your paid sick leave after your 90th calendar day of employment.
- When you use paid sick leave, it must be taken in minimum increments of up to two hours.
- Should your absence for illness extend beyond five days, we may need medical documentation from your healthcare provider to confirm your illness or to certify that you are cleared to return to work or to determine if your absence might qualify for Family and Medical Leave Act (FMLA) or ADA Accommodations.
- Once your paid sick leave is fully used, you may then choose to use your accrued vacation time. Please note: sick leave is designated solely for qualifying illness, injury, or medical appointments, or for specific safe time purposes.
- Unused paid sick leave is not paid out to you if your employment ends.

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The Sick Leave Bank: A Community of Support

Our Sick Leave Bank is a compassionate program designed to support employees facing serious medical challenges and extended absences. It's a collective pool of donated sick leave hours, ready to help when personal leave balances are exhausted.

How It Works

To Receive Hours:

- If you're absent for more than five (5) consecutive days due to a serious illness, you may request available hours from the Bank. To be eligible, you must have no accrued paid time off, and you must qualify for a medical leave. This requires verification from your healthcare provider.
- You can receive a maximum of 160 hours from the Bank within any rolling 12-month period.

To Donate Hours:

- You can generously donate your sick leave hours to the Bank. Donated hours remain in the Bank, rolling over each fiscal year to help others in need. When you donate, the sick leave hours are considered "used" and the hours will not be returned to you or reinstated if you are rehired.

Personal Days

We offer two (2) paid personal days per fiscal year as a benefit to regular full-time employees.

Your Personal Day balance will appear in your timekeeping profile after the first pay period of the fiscal year. You may carry over a maximum of one (1) unused personal day to the next fiscal year, and may accumulate up to three (3) personal days.

Vacation Time

MWA, offers vacation pay as a benefit to regular full-time employees. Part-time, temporary/seasonal, and instructional staff do not accrue vacation time.

Please note: Teachers generally don't accrue vacation time in the same way as other professional workers. This is because their work schedule is unique, with built-in breaks and holidays during which they are not required to work.

Vacation typically accrues over time as you work. Regular full-time employees earn vacation time at a rate of 7.385 hours per pay period. You can accrue a maximum of 288 hours. Once you reach this cap, you won't earn any more vacation time until your balance drops below 288 hours, and you do not accrue vacation time while on unpaid leaves of absence.

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Vacation time can only be used once it has been earned. If you begin working mid-school year you might not have enough accrued vacation time for week-long breaks (typically in November, February, and April) and you may be eligible to request an advance of up to five (5) days of vacation time. Any advanced vacation time will be subtracted from your future vacation time accrual.

We encourage you to take your vacation time during scheduled school breaks. Requests for scheduled absences should be submitted with sufficient advance notice, typically two (2) weeks in advance.

Accrued vacation time is treated as part of your compensation and any unused vacation time will be paid out to you if your employment ends.



Leaves of Absence

Protected Leaves (Legally Required) - MWA fully honors all state and federal leave requirements. These are designed to protect your job and benefits during significant life events. These include:

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- **California Family Rights Act (CFRA):** For serious health conditions or bonding with a new child.
- **Pregnancy Disability Leave (PDL):** For health needs related to pregnancy and childbirth.
- **Mandatory Sick Leave:** Accrued time for illness, preventative care, or family health needs.
- **Other Legal Mandates:** Including jury duty, bereavement leave (up to 5 days), and crime victim/witness leave.

Supplemental Leaves (Discretionary) - We recognize that life occasionally brings needs that fall outside of legal protections. In these instances, MWA may offer additional leave at the school's discretion.

- **The Goal:** We review these requests on a case-by-case basis, looking for ways to support you while ensuring our students have the consistent instruction and supervision they need.
- **Process:** Discretionary leave is not guaranteed and depends on our ability to maintain school operations. Please submit requests to your Supervisor and People Operations as far in advance as possible.

If you think you might need a LOA, please reach out to People Operations to discuss your options.

Family & Medical Leave: Supporting You Through Life's Moments

This policy explains your rights under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), allowing eligible employees to take protected time off for specific family and medical reasons.

How Much Leave Can You Take?

You can generally take up to 12 workweeks of leave within a 12-month period for FMLA/CFRA reasons. For military family care, this can extend to 26 workweeks. Your "workweek" is based on your normal schedule (e.g., a full-time employee's 12 workweeks mean 60 eight-hour days).

How the 12-Month Period Works: We use a "rolling" 12-month period. This means we look back 12 months from the date your leave starts to calculate how much leave you have available.

Holidays & School Closures: If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the school's activity has temporarily ceased for some reason and employees are generally not expected to report

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for work for one or more weeks, such as Winter Break, or Summer Vacation, the days the school's activities have ceased do not count against the employee's FMLA/CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Are You Eligible?

- To be eligible for FMLA/CFRA leave, you must meet all of the following:
- You've worked for MWA for at least 12 months.
- You've worked at least 1,250 hours in the 12 months immediately before your leave starts.
- You work at a location where MWA has:
- At least 50 employees within 75 miles (for FMLA eligibility).
- At least 5 employees (for CFRA eligibility, which covers more MWA employees).

Reasons You Can Take Leave

- You can take FMLA/CFRA leave for any of these important reasons:
- Parenthood (Bonding with a New Child):
- To care for your newborn, adopted, or foster child.

This leave must be completed within 12 months of the child's birth, adoption, or placement.

If both parents work for MWA, each parent is entitled to their own 12 weeks of leave for bonding.

Your Own Serious Health Condition:

If you have a serious health condition that prevents you from performing your job's essential duties. This includes on-the-job injuries or illnesses.

Please note: This specific leave does not cover pregnancy-related disabilities, which are covered by our separate Pregnancy Disability Leave policy.

A "serious health condition" generally involves inpatient care (like a hospital stay) or ongoing treatment by a healthcare provider (including for substance abuse).

"Incapacity" means you're unable to work, attend school, or perform daily activities due to your condition or its treatment.

Caring for a Family Member with a Serious Health Condition:

- To care for a loved one with a serious health condition.
- FMLA covers: Spouse, domestic partner, child, or parent.

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CFRA is broader and covers: Spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or a designated person (someone related by blood or whose association is equivalent to a family relationship). You can designate one such person per 12-month period.

Military Family Leave:

- **Military Caregiver Leave (FMLA only):** If you're caring for a seriously injured or ill spouse, child, parent, or next of kin who is a covered Armed Forces service member, you may take up to 26 weeks of FMLA leave in a single 12-month period. (CFRA does not have an equivalent leave for this purpose.)
- **Qualifying Exigency Leave (FMLA/CFRA):** For certain urgent needs (exigencies) arising from a spouse, child, parent, or domestic partner (for CFRA) being on or called to active military duty.

Your Pay & Benefits During Leave

Using Paid Leave First:

- **For your own serious health condition:** You must use all your accrued paid sick leave at the start of any unpaid FMLA/CFRA leave. If you're getting partial wage replacement benefits (like State Disability Insurance), you and MWA may agree to use your other accrued paid time off (like vacation time) to supplement your pay, unless prohibited by law.
- **For baby-bonding or family member care:** You may use any or all accrued paid sick leave at the beginning of any unpaid FMLA/CFRA leave.
- **Unpaid Leave:** Once your paid sick leave is used up, any remaining FMLA/CFRA leave will be unpaid. Receiving paid sick leave or State Disability Insurance benefits won't extend the total duration of your FMLA/CFRA leave.
- **Benefit Accruals:** You will not accrue paid time off while on FMLA/CFRA leave. Accruals will resume when you return to work.
- **Health Benefits:** MWA will continue to pay for your health benefits during your FMLA/CFRA leave at the same level as if you were actively working. We'll provide you with written details about how premium payments will be handled during your leave.
- **Important:** We may seek to recover health benefit costs paid during your leave if you do not return to work after your leave ends (or return for less than 30 days), unless your failure to return is due to another FMLA/CFRA-qualifying serious health condition or other circumstances beyond your control.

Requesting & Scheduling Leave

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- **Request Form:** To request FMLA/CFRA leave, complete a **"Request for Leave"** form and submit it to People Operations. *You'll receive a copy of this policy when you request the form.*
- **Foreseeable leave (e.g., planned medical treatment):** Please provide at least 30 days' advance notice. If it's an emergency or unforeseeable, notify us as soon as possible. Failure to provide proper notice may result in leave denial until notice is given.

Intermittent or Reduced Schedule Leave:

If medically necessary for your own or a family member's serious health condition, leave can be taken intermittently (e.g., a few hours or days at a time) or on a reduced schedule (e.g., working part-time).

For baby-bonding, the minimum leave duration is generally two weeks. However, we will grant requests for shorter periods (at least one day but less than two weeks) on two separate occasions.

If you need foreseeable intermittent or reduced schedule leave for planned medical treatment, you might be temporarily moved to a different position with equivalent pay and benefits that better accommodates your leave schedule.

When possible, please try to schedule planned medical treatments to minimize disruption to MWA's operations.

Our Response: We will respond to your leave request within 5 business days. If approved, we'll confirm in writing that the time will count against your FMLA/CFRA entitlement and explain your obligations.

Medical Certifications

For any leave due to your own or a family member's serious health condition, you'll need to provide medical certification from a healthcare provider on the MWA-provided form. Please submit this within 15 calendar days of our request. If you don't provide it, your leave may be delayed or denied until it's received.

- **Incomplete Certification: If** your certification is incomplete, we'll notify you what additional information is needed. We may contact your healthcare provider to confirm the authenticity of the certification.
- **Second/Third Opinions (for your own serious health condition):** If we have doubts about the medical certification for your own serious health condition, we may require a second opinion from a healthcare provider of our choice (at our expense). If the opinions differ, a third, mutually agreeable healthcare provider will provide a final and binding opinion (also at our expense).

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- **Recertification:** If your leave extends beyond the healthcare provider's original estimate, recertification may be required. Failure to submit them can lead to your leave being terminated.

Returning to Work

- **Reinstatement:** Upon your timely return from FMLA/CFRA leave, you are generally entitled to return to the same or a comparable position with similar duties, pay, and benefits. This applies unless your original position or a comparable one no longer exists for legitimate business reasons unrelated to your leave.
- **Medical Certification:** If your leave was for your own serious health condition, we may require a written medical certification from your health-care provider to substantiate your fitness to return to work. If you have limitations, we will evaluate and provide reasonable accommodation as required by law. If accommodation isn't possible, a medical separation from MWA may occur.

Pregnancy Disability Leave: Support During and After

This policy outlines your rights under California's Pregnancy Disability Leave (PDL) law, which provides protected time off when you are unable to work due to a pregnancy-related disability.

Am I Eligible?

You are eligible for PDL if you are disabled by pregnancy, childbirth, or a related medical condition that prevents you from performing your job's essential functions. You will need to provide appropriate medical certification from your healthcare provider.

When Can I Take PDL?

You can take PDL for:

- Being unable to work or perform your job duties safely due to pregnancy, childbirth, or any medically recognized physical or mental condition related to them (e.g., severe morning sickness, bed rest).
- Time off needed for prenatal care.

How Much Leave Can I Take?

You can take PDL for the actual period you are disabled, up to a maximum of four months (approximately 17 1/3 workweeks) per pregnancy. This total includes time taken intermittently or on a reduced schedule.

For a full-time employee (40 hours/week): This amounts to about 693 hours.

For other schedules: Hours are calculated proportionally.

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If your disability continues after your PDL ends, you may be eligible for additional leave as a reasonable accommodation under other laws. We will evaluate such requests case-by-case, considering if the extended leave will help you return to work and if it creates undue hardship for MWA.

Pay & Benefits During PDL

- **Using Paid Leave:** You must use all accrued paid sick leave at the beginning of any unpaid PDL period. You may also use any accrued vacation time.
- **Unpaid Leave:** Once your paid leave is used, any remaining PDL will be unpaid. Receiving vacation time, sick pay, or State Disability Insurance benefits does not extend your total PDL entitlement.
- **Benefit Accruals:** You will not accrue paid time off while on PDL. Accruals will resume when you return to work.
- **Health Benefits:** MWA will continue to pay for your health insurance coverage for a maximum of four months during your PDL, at the same level as if you were actively working. We'll confirm the arrangements for your premium payments.
- **Important:** We may recover health benefit costs paid during your PDL if you do not return to work after your leave ends (or return for less than 30 days), unless your failure to return is due to another protected leave (like CFRA), a continuation of your PDL-qualifying condition, another medical condition requiring further leave, or other circumstances beyond your control.

Requesting & Certifying Your Leave

- **Request Form:** To request PDL, complete a **"Request for Leave"** form and submit it to People Operations.
- **Notice:** For foreseeable leave (e.g., planned medical treatment), please provide at least 30 days' advance notice, or as soon as possible if it's an emergency.
- **Medical Certification:** You must provide medical certification from your healthcare provider on the MWA-provided form within 15 calendar days of your request. Failure to provide it may delay or deny your leave. Recertification may be required for extended leave.
- **Our Response:** We will respond to your leave request within 10 business days. If approved, we'll confirm in writing that the time will count against your PDL entitlement and explain your obligations.
- **Intermittent/Reduced Schedule:** If medically advised by your healthcare provider, PDL can be taken intermittently (e.g., a few hours or days at a time) or on a reduced schedule (e.g., working part-time). If this requires a temporary change in your work arrangement, you may be temporarily transferred to an alternative position with equivalent pay and benefits.

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- **Scheduling Treatments:** When possible, please try to schedule planned medical treatments to minimize disruption to MWA's operations.

Returning to Work

- **Reinstatement:** Upon your timely return from PDL, you are generally entitled to return to the same or a comparable position with similar duties, pay, and benefits. This applies unless your original position or a comparable one no longer exists for legitimate business reasons unrelated to your leave.
- **Medical Certification:** We may require a written medical certification from your health-care provider to substantiate your fitness to return to work. If you have limitations, we will evaluate and provide reasonable accommodation as required by law. If accommodation isn't possible, a medical separation from MWA may occur.

Bereavement Leave

All employees who have worked for MWA for at least 30 days are eligible for bereavement leave.

You are entitled to up to five (5) days of paid leave within three (3) months of the death of certain family members. This includes a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

You'll need to provide documentation to People Operations (e.g., an obituary, funeral program, or prayer card) before returning to work.

Jury Duty or Witness Leave

Your Right to Serve: If you are summoned for jury duty or receive a subpoena to appear as a witness, MWA supports your civic duty. Your job is protected. We will not fire, demote, or retaliate against you for taking time off for these reasons, as long as you give us reasonable notice.

What to Do:

- **Notify Us:** Tell your supervisor and People Operations when you receive a jury summons or witness subpoena.
- **Provide Documentation:** Give us a copy of the summons or subpoena.
- **Proof of Service:** When you return to work, provide documentation from the court showing your attendance.

Pay During Leave:

For all employees, the school will pay for up to ten (10) days if an employee is called to serve on a jury.

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- **Exempt Employees (Salaried):** If you perform any work for us during a week where you also have jury or witness duty, you will receive your full weekly salary. If you are on jury or witness duty for the entire workweek and perform no work, you will not be paid for that week.
- **Returning to Work:** You must return to work on your next scheduled workday after your jury or witness duty ends. If you are released early, you must return to work for any remaining scheduled hours, unless otherwise approved by your supervisor.

School Appearance and Activities Leave

We support your involvement in your child's education. If you are a parent or guardian (including stepparent, foster parent, or grandparent) of children from kindergarten through 12th grade, or a child enrolled with a licensed childcare provider, you may take up to 40 hours of unpaid time off per school year (with a maximum of 8 hours per calendar month) to participate in your child's school or childcare activities.

If more than one parent or guardian works for MWA, the first employee to request the leave will be granted the time off. Additional time off may be permitted if the school requires your appearance.

Please provide reasonable advance notice of your planned absence. You must use accrued paid time off during this absence.

When requesting time off, please provide verification of your participation in an activity as soon as practicable. For required appearances, please provide a copy of the notice from the child's school requesting your presence.

Drug and Alcohol Leave

We support employees seeking help with alcohol or drug rehabilitation. MWA will reasonably accommodate employees who voluntarily enter and participate in an alcohol or drug rehabilitation program, which may include providing unpaid leave. Please note, the school does not cover the costs of attending such programs.

If you wish to seek assistance, please contact People Operations. We will take all reasonable steps to maintain your privacy. You may use any accrued paid time off during your requested leave.

This policy does not prevent MWA from refusing to hire or from discharging an employee who, due to current alcohol or drug use, is unable to perform their duties or poses a health or safety risk to themselves or others.

Expanded Protections for Victims of Crime

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In accordance with California AB 2499, we're expanding protections for employees who are victims of certain crimes (like domestic violence, sexual assault, or stalking) or who have family members who are victims. This applies even if no one is arrested or convicted.

What This Means for You:

- **Protected Time Off:** You can take paid or unpaid time off for reasons related to the crime, such as seeking medical attention, legal help, safety planning, or even relocating for safety.
- If you're the victim, you can take up to 12 weeks of protected time off. If a family member is the victim, you can take up to 10 days for general purposes, and up to 5 days specifically for relocating or enrolling children in a new school/childcare. If a family member dies as a direct result of the crime, we can't limit your total leave to fewer than 12 weeks.
- **Reasonable Accommodations:** We'll provide reasonable accommodations to help ensure your safety at work, such as changing your workstation, modifying your schedule, or other agreed-upon measures.
- **Confidentiality & Non-Retaliation:** All information will be kept confidential, and you will not face discrimination or retaliation for exercising these rights.

How to Request:

Please notify People Operations as soon as reasonably possible. We may ask for certification (like a police report or a statement from a professional) to confirm the need for leave or accommodation.

Voting Time Off

If you don't have enough time outside of work hours to vote in an official state-sanctioned election, you may take time off to vote.

This time off should be taken at the beginning or end of your shift, whichever allows for more free time, combining with your non-working hours for a maximum of two hours paid time off. Please give your supervisor at least two days' notice.

If you serve as an election official, you are eligible for unpaid leave on Election Day. Please notify your supervisor as far in advance as possible.

Sabbatical Leave: Recharge and Reinvigorate

We offer Sabbatical Leave, a unique opportunity for you to step away, reflect, recuperate, and boost your personal and professional growth. This isn't vacation; it's an investment in your long-term well-being and continued excellence.

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Eligibility

To be eligible for sabbatical leave, you must be a regular full-time employee in good standing with at least seven consecutive years of service at MWA. Once you complete a sabbatical, you can reapply after seven years. Time taken for an approved Leave of Absence will not negatively impact your eligibility or continuous service calculation for sabbatical.

How to Apply

Submit a proposal to your supervisor and the Executive Director outlining your plans. This proposal should clearly describe your reasons for the sabbatical and your planned activities (e.g., continuing education, travel, research). Please submit your request at least 90-days before your intended sabbatical start date.

Your supervisor and the Executive Director will review your proposal. If they support it, they will draft a Recommendation for Approval to our Board. The Board will review your request and the recommendation and will make a final decision regarding the requested sabbatical.

Approval depends on your goals and focus, as well as staffing and operational needs of the school. **Please note:** No more than 10% of employees in any department can be on sabbatical at the same time.)

Guidelines for Your Sabbatical

While on sabbatical, you will receive 50% of your regular salary/wages, and your benefits coverage will continue. Pre-tax deductions will continue to be taken from your partial pay.

You are not required to use any accrued paid time off during your sabbatical, and your accrued paid time off will carry over if your sabbatical crosses fiscal years. However, you won't accrue any paid time off during your sabbatical. Sabbatical Leave is not paid out to you if your employment ends.

Eligibility Criteria & Time off

Group	7 years of service	14 years of service	21 years of service
Staff	4 weeks @ 50% paid time	6 weeks @ 50% paid time	12 weeks @ 50% paid time
Teacher	6 weeks @ 50% paid time	9 weeks @ 50% paid time	14 weeks @ 50% paid time

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Administrator	8 weeks @ 50% paid time	12 weeks @ 50% paid time	16 weeks @ 50% paid time

When you return from sabbatical, you'll also be asked to make a presentation to your supervisor and other relevant MWA community members about your activities. This could include details and outcomes of travel, writing or research samples, or other examples that your sabbatical contributed to your development.

Military and Military Spousal Leave of Absence

We honor your service and support military families.

Military Leave

MWA grants military leave for service in the uniformed services, in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA). Please provide advance written notice of your need for leave, unless military necessity, impossibility, or unreasonableness prevents it.

- **Health Benefits:** For service of 30 days or less, your health benefits will continue. For service over 30 days, you may choose to continue your health benefits through COBRA.
- **Wage Replacement:** You may use accrued paid time off as wage replacement during your service.
- **Returning to Work:** Generally, if you've completed your service satisfactorily and apply within 90 days of release from active duty (or within a legally extended period), we will reinstate you to your same position or one of comparable seniority, status, and pay. For National Guard members, the application period is 40 days for full-time positions and 5 days for part-time positions after release from active duty.
- **Service Credit:** Upon your return, you'll be credited with the hours you would have worked had you not been absent due to USERRA-covered service. Exceptions will be made to comply with applicable laws.

Military Spousal Leave

If you are a spouse of a deployed military service member, you may take up to 10 days of unpaid leave if you work more than 20 hours per week. This leave is available when your military spouse is on leave from deployment during a time of military conflict.

To be eligible, please provide:

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- Notice of your intention to take military spousal leave within two business days of receiving official notice that your spouse will be on leave.
- Documentation certifying your spouse will be on leave from deployment during your requested leave time.

Bone Marrow and Organ Donor Leave

We support life-saving donations.

- **Bone Marrow Donation:** Eligible employees may receive up to five (5) workdays off in a 12-month period to donate bone marrow.
- Up to five (5) days for bone marrow donation and up to 30 days for organ donation may be paid, provided you use five (5) days of accrued paid time off for bone marrow donation and two (2) weeks of accrued paid time off for organ donation. If you have insufficient accrued paid time off, the remaining leave will be paid by MWA.
- **Organ Donation:** Eligible employees may receive up to 60 work days off in a 12-month period to donate an organ.

Upon return from Donor Leave, you'll be reinstated to your position held before the leave, or to a position with equivalent status, benefits, pay, and other terms and conditions. MWA may refuse reinstatement for reasons unrelated to taking Donor Leave. Please note: Donor Leave cannot be taken concurrently with FMLA/CFRA Leave.

To be eligible for Donor Leave, you must have been employed by MWA for at least 90 days immediately before the leave.

You'll need to provide written verification that you are a donor and that there's a medical necessity for the donation.

Reproductive Loss Leave

All employees who have worked for MWA for at least 30 days are eligible for up to five (5) days of leave following a reproductive loss event.

A reproductive loss event includes a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. This leave must be used within three (3) months of the event.

You may take up to 20 days of leave for qualifying reproductive loss events within a 12-month period. This leave is unpaid unless you choose to use available accrued paid time off.

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Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel

We support your dedication to public service.

- **Non-exempt employees:** You will be granted unpaid time off to perform emergency duties.
- **Exempt employees:** If you work and perform emergency duties within a workweek, you will receive your full salary for that week. Otherwise, you will be granted unpaid time off.

All employees may substitute vacation time for any unpaid portion of leave for emergency duties or training.

Civil Air Patrol Leave

If you are a Civil Air Patrol (CAP) member, you may take up to 10 days of unpaid leave per year for official Civil Air Patrol duty. To request this leave, please notify your supervisor and People Operations as far in advance as possible.

Time Off for Adult Literacy Programs

If you identify a problem with illiteracy and request our assistance in enrolling in an adult literacy education program, we will reasonably accommodate and assist you. You are responsible for the program costs, but we will help you find local literacy education programs.

To request assistance, please contact People Operations. We will take all reasonable steps to safeguard your privacy. Non-exempt employees may use accrued vacation time, if available, to make up for missed work while attending literacy classes.

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Discover Exceptional Benefits at MWA!

We're thrilled to offer an outstanding benefits package to all our regular full-time employees (those working 30 or more hours per week). It's designed to support your well-being and provide peace of mind for you and your family.

Our comprehensive package includes:

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Benefit	MWA Contribution	Details
Medical	**100%**	Covers employee + spouse OR employee + dependents (based on Kaiser Gold/Sutter Gold). Family coverage requires employee contribution.
Dental	**100%**	Full premium covered for employee and dependents.
Vision	**100%**	Full premium covered for employee and dependents.
Life/LTD	**100%**	Term Life, AD&D, and Long-Term Disability for the employee.
Opt-Out	**$100/paycheck**	Provided to employees who waive medical coverage (proof of other insurance required).

Note: *Chiropractic and Acupuncture are included in all medical plans.*

Eligibility & Enrollment

- **Waiting Period:** Coverage begins the first of the month following your hire date.
- **New Hires:** You must complete your enrollment within 30 days of hire.
- **Open Enrollment:** Held annually every fall for a January 1st effective date. This is your yearly opportunity to change plans or add/remove dependents.

Changes Outside of Open Enrollment

Plan elections remain in effect for the full calendar year. Changes can only be made within 30 days of a "Qualifying Life Event" (e.g., marriage, birth, adoption, or loss of other coverage). If you miss this 30-day window, you must wait until the next Open Enrollment.

Eligible Dependents

You may enroll:

- Your spouse or registered domestic partner.
- Children up to age 26.
- Handicapped children of any age (if the disability began before age 26).

Termination of Coverage

- Medical, Dental, Vision, & EAP: Coverage ends on the last day of the month following your last day of employment or loss of eligibility.
- Life, Disability, & FSA: Coverage ends on your last day of employment.

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COBRA: You will receive information regarding your right to continue health coverage at your own expense upon separation.

You will receive a comprehensive benefits overview during orientation, followed by a one-on-one meeting with People Operations to finalize your selections and answer any questions.

Credential Examination Leave (Exempt Teachers)

To support our instructional staff in meeting their professional obligations and maintaining required certifications, MWA provides paid time off for full-time exempt teachers to complete required California credential exams (e.g., CSET, RICA).

- **The Benefit:** This is a separate leave category and does not deduct from your personal time off. This time off will be compensated at your regular base rate of pay.
- Paid time off under this policy is generally limited to the actual time spent taking the examination, plus reasonable travel time to and from the examination site. For examinations that span multiple days, paid time off may be granted for the necessary examination days.
- **How to Request:** Submit your request to your Supervisor and People Operations at least two (2) weeks in advance.
- **Documentation:** You must provide your exam registration (showing date/time) for approval and proof of attendance upon return.

All requests for paid time off under this policy are subject to approval by the employee's supervisor and People Operations, based on operational needs and compliance with policy guidelines. MWA may establish reasonable annual limits on the total number of paid hours for examinations per employee, which will be communicated separately if applicable.

California's State Disability Insurance

California's Disability Insurance (DI) provides short-term benefit payments when you can't work and lose wages due to a non-work-related:

- Illness or injury (either physical or mental)
- Pregnancy, childbirth, or other related conditions
- Surgery (including elective)
- Alcohol or drug rehabilitation (some restrictions apply)

You may be eligible to receive between $50 to $1,765 each week for up to 52 weeks, depending on wages you earned 5-18 months before your claim start date. DI does not provide job protection. However, your job may be protected through other federal or state laws such as the Family and Medical Leave Act (FMLA).

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Paid Family Leave

PFL is a state-administered insurance program that provides short-term wage replacement benefits to eligible workers who need to take time off work for family leave. This includes bonding with a new child (via birth, adoption, or foster placement). There are three types of PFL claims:

- **Bonding:** For birth mothers transitioning from pregnancy disability benefits and new mothers (without a pregnancy disability claim), fathers, and foster or adoptive parents welcoming a new child into the home.
- **Care:** For individuals who become a caregiver for a seriously ill family member/"designated person." A "designated person" is defined as any care recipient related by blood or whose association with the individual is the equivalent of a family relationship.
- **Military Assist:** For workers taking time off to support a military-family member deploying to a foreign country.

Who is eligible: To qualify for PFL benefits, you must:

- Be unable to do your regular work due to the need for family leave.
- Have lost wages because you need to bond with a new child.
- Be employed or actively looking for work when your family leave starts.
- Have earned at least $300 and paid into State Disability Insurance (SDI) in the last 18 months.

Duration: PFL provides benefits for up to eight (80 weeks within a 12-month period. This leave can be taken consecutively or intermittently. For bonding, the leave must be taken within one year of the child's arrival.

Benefit Amount: You can receive approximately 70-90% of your wages earned 5 to 18 months before your claim start date, up to a maximum weekly benefit amount. For 2026, the maximum weekly benefit is $1,765. The exact percentage depends on your income.

Job Protection: PFL itself does NOT provide job protection. It only provides wage replacement benefits. However, other laws may provide job protection, e.g., FMLA/CFRA and PDL

Paid Parental Leave (PPL)

Our Paid Parental Leave (PPL) policy provides eligible employees with up to eight (8) weeks of supplemental pay in a 12-month period for bonding with a new child (via birth, adoption, or foster care placement).

MWA aims to bridge the gap between California's Paid Family Leave (PFL) and your regular salary, providing up to 100% of your regular pay during your leave (up to a specific cap).

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Eligibility Requirements

To qualify for PPL benefits, you must:

- Be a regular, full-time MWA employee with at least 90 days of service.
- Be eligible for California PFL benefits.
- Invoke FMLA/CFRA unpaid leave concurrently with your PPL.

How to Access This Benefit

- **Notify Us Early:** Inform your supervisor and People Operations as soon as possible.
- **Apply for CA PFL:** File a claim with the California Employment Development Department (EDD).
- **Share Confirmation:** Provide People Operations with your EDD approval notification and benefit award amount.
- **Receive Supplement:** Once PFL begins, MWA will process the supplemental pay to reach the 100% wage target.
- **Note on Flexibility:** PPL can be taken all at once or intermittently, provided it is used within the first 12 months of the child's arrival.



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Separation from Employment

Resignation

We understand that circumstances may lead you to decide to move on from MWA. Because your employment with us is at-will, you always have the freedom to resign at any time, for any reason, with or without notice.

While not required, we kindly ask that you provide MWA with at least two weeks' written notice. This helps us ensure a smooth transition, manage workloads, and maintain continuity for our students and colleagues.

Please note: MWA reserves the right to determine your final day of employment based on school needs following your notice.

Employment Termination

As an at-will employer, MWA retains the right to end employment at any time, with or without advance notice or specific cause. Please understand that the school does not offer an appeal process for termination decisions.

Job Abandonment

Consistent attendance is important. If you don't report to work and fail to notify your supervisor for three (3) consecutive workdays, we'll consider this a voluntary resignation without notice. This will be effective at the end of your normal shift on the third day. Please know that employees who separate due to job abandonment are not eligible for rehire.

Your Final Paycheck

We want to make sure your final paycheck is handled smoothly and on time, whether you're resigning or your employment is ending. Here's how it works:

If You Resign

- **With 72+ Hours' Notice:** If you give us at least 72 hours' notice before your last day, you'll receive your final paycheck via direct deposit or paper check on your last day of work.
- **With Less Than 72 Hours' Notice:** If you give less than 72 hours' notice, your final paycheck will be mailed to your address on file or sent via direct deposit. The date it's mailed is considered your payment date.

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If Your Employment is Ended by MWA

If your employment is involuntarily ended by MWA, you will receive your final paycheck in person or via direct deposit on your last day of work.

Your final paycheck will always include all money you've earned up to your last day, plus any earned, but unused vacation pay, minus any required taxes and other mandatory deductions, all in line with state and federal guidelines.

Rehire Policy for Former Employees

Rehire Eligibility

Consistent with our Equal Opportunity Employment Policy, MWA offers equal employment and advancement opportunities to all qualified individuals regardless of race, color, gender, or any other protected class. However, former MWA employees may not be eligible for rehire if one or more of the disqualifying reasons below apply.

- You were fired by MWA because of your work performance and/or behavior. This includes if you were terminated from at-will employment, or if your offer letter/contract was simply not renewed.
- You quit because you thought MWA was going to fire you. You quit because you knew MWA wasn't inviting you back for the following school year.
- Job abandonment.
- You failed a criminal background check for a past job or when applying for one.
- Prior performance or conduct issues (informal or formal).
- Unsatisfactory criminal background check.
- You didn't have (or couldn't keep) the required license or certificate for your job at MWA.
- You didn't meet the necessary immigration rules for your previous job.

In short: MWA typically won't rehire former employees who left due to performance or conduct issues, or who didn't meet essential employment requirements.

Important Notes on Rehire

- **Pay During Rehire:** If you're rehired while still receiving any salary continuation or notice pay from your previous separation, that pay will end on your rehire date.
- **Returning Within One Year:** If you return to MWA within 12-months of your last day of work, you'll keep your original hire date and any accrued, unused sick leave.
- **Returning After One Year:** If your break in service is more than one year, you'll be considered a new hire. This means you'll have a new hire date and will need to fulfill any applicable waiting periods for benefits eligibility again.

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Separation Procedures

Our exit interview is a chance for you to connect with a People Operations staff member to ensure all necessary administrative details are covered and for you to share your valuable feedback. We'll reach out to you to schedule this interview at a time that works for you on or before your last work day. This meeting covers:

- **Confidentiality:** A review of your ongoing obligation to protect school data.
- **Exit Feedback:** An opportunity to provide honest, constructive feedback to help MWA improve.
- **Final Pay & Benefits:** You'll receive your final paycheck and we'll review any benefit conversion options you might have and ensure all necessary departure forms are completed.
- **Returning School Property:** All MWA property (laptops, keys, badges, etc.) must be returned in good condition on or before your last day, or at any time upon request by MWA.

Failure to return MWA property as required by this policy, or returning property that has been lost or damaged due to negligence or misuse, may result in legal action to recover the property or its value.

Personal Belongings

- **Collection:** You must coordinate with People Operations or Campus Operations to collect personal items. A staff member may supervise this process.
- **Access:** Access is restricted to regular school hours. MWA does not provide packing materials or moving equipment.
- **Unclaimed Items:** Items left behind will be mailed to your last known address. MWA is not responsible for lost or damaged personal property.

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Quick Reference & Resources

We hope this handbook provides a helpful foundation for your time here. Since policies can't cover every unique situation, here is a quick guide on where to go when you need a direct answer.

Key Contact

- **General Support:** Your direct supervisor is always your first point of contact for day-to-day questions. If you need further assistance, People Operations is available at **peopleoperations@mwacademy.org**

Digital Links

- **The Employee Portal:** *For viewing benefits, payroll calendar, academic calendar*
- **Internal Knowledge Base:** *For detailed "how-to" guides on internal tools, e.g., campus safety and supervision. IIPP, WVPP*

A Final Note

Our policies are designed to support a productive and fair environment for everyone. If you ever feel that a policy is unclear or needs a second look, your feedback is welcome. We're glad to have you with us.

Making Waves Academy *Last Updated: May 2026*

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Appendix A

Harassment/Discrimination/Retaliation Complaint Form

MWA is committed to providing an environment free from harassment, discrimination, and retaliation. This form is for you to report what you believe to be harassment, discrimination, or retaliation, enabling the school to investigate and take appropriate action when the facts support such findings.

If you are an employee, you may file this form with the Senior Director of People Operations, and/or the CEO and/or the Board President.

Please refer to the school's comprehensive policies on harassment, discrimination, and retaliation for definitions and descriptions of prohibited conduct.

We will make every effort to handle the investigation of your complaint confidentially. This means we will only share the contents of your complaint with those who "need to know." For instance, to conduct a thorough investigation, we'll need to disclose parts of your factual allegations to potential witnesses, including anyone you've identified as having knowledge of the facts, as well as the alleged offender.

By signing this form, you authorize MWA to share the information you provide now and in the future with others as needed for the investigation. Please note that the more detailed information you provide, the better equipped we will be to address your complaint effectively.

Charges of harassment, discrimination, and retaliation are taken very seriously due to the harm they cause and the potential actions taken against offenders. Therefore, it is crucial that you report the facts as accurately and completely as possible and cooperate fully with the individuals assigned to investigate your complaint.

Your Name:

Date:

Date of Alleged Incident(s):

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

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Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize 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.

Signature of Complainant:

Date:

Printed Name of Complainant:

----------To be Completed by People Operations Only ----------

Received by:

Date:

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Appendix B

INTERNAL COMPLAINT FORM

Your Full Name:

Date:

Date of Alleged Incident(s):

Name of Person(s) you have are filing a complaint against:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements: what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize 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 of employment.

Signature of Complainant:

Date:

Printed Name of Complainant:

---------- To be Completed by School Official Only----------

Received by:

Date:

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Coversheet

CharterSafe: Workers’ Compensation Insurance Renewal

Section: VI. Action Items
Item: R. CharterSafe: Workers’ Compensation Insurance Renewal
Purpose: Vote
Submitted by:
Related Material:
Making Waves Academy.1095.CharterSAFEProposal2627.05-18-2026.pdf

1095
W
SafetyN
WC

CharterSAFE

BE SAFE • FEEL SAFE

2026-2027 Membership Renewal Proposal

Prepared for Named Member:

Making Waves Academy

Coverage Effective:

July 01, 2026 at 12:01 AM - July 01, 2027 at 12:00 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004
www.chartersafe.org

Issued: May 18, 2026 at 7:23 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Alton,

CharterSAFE is pleased to present your membership renewal for the 2026-2027 year. Your membership includes the following:



For a more detailed listing of our member services, please contact your primary member servicer Kobié Jacobs at kjacobs@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII ($50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

We look forward to working with you in the 2026 -2027 year!

Thank you,

The CharterSAFE Team

1095
W
SafetyN
WC

MEMBER CONTRIBUTION SUMMARY

Named Member:

Making Waves Academy

Coverage Effective: July 01, 2026 at 12:01 AM - July 01, 2027 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Workers' Compensation & Employer's Liability Member Contribution	**$155,611.00**

Total Member Contribution	**$155,611.00**
Member can choose one of two payment options when accepting the proposal online	**Payment in Full** - Due Upon Signing - $155,611.00 **Installment Plan** • Deposit (25%) - Due Upon Signing - $38,903.00 • 9 Monthly Installments - $12,968.00

Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the Member Renewal acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"
4. Payment is due upon signing of the proposal

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Mailing Address

4123 Lakeside Drive
Richmond, CA 94806

Member contributions are calculated based on the exposures provided in the renewal application. The below represents the total sum of all scheduled locations as well as a breakdown by location.

Annual Estimated Payroll	**$12,918,900.00**

Scheduled Locations and Breakdown of Exposures

Location ID: 18874
Making Waves Academy-Gym: 4165 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **342,500.00**

Location ID: 1814
Making Waves Academy: 4123 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **1,100,000.00**

Location ID: 1813
Making Waves Academy: 4131 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **1,900,000.00**

Location ID: 19125
Making Waves Academy: 4145 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **2,200,000.00**

Location ID: 19124
Making Waves Academy: 4155 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **1,700,000.00**

Location ID: 18260
Making Waves Academy: 4175 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **1,600,000.00**

Location ID: 18596
Making Waves Academy: 4285 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **3,700,000.00**

Location ID: 23273
Making Waves Academy: US Gym: 4075 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **376,400.00**

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	$0
Employer's Liability	$5,000,000 per Accident $5,000,000 by Disease per Employee $5,000,000 by Disease Policy Limit	$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

CharterSAFE

BE SAFE • FEEL SAFE

WHAT STRENGTHENS ONE SCHOOL STRENGTHENS US ALL

THANK YOU
FOR BEING A
CharterSAFE MEMBER

Protecting Schools. Promoting Safety. Customizing Insurance.

Coversheet

SPG

Section: VI. Action Items
Item: S. SPG
Purpose: Vote
Submitted by: Tyler Levine-Hall
Related Material: 26-27 Making Waves Academy SPG Contract (2).pdf

BACKGROUND:

MWA is required to provide speech and language services as well as occupational therapy services

RECOMMENDATION:

Board approved

SPG Therapy & Education, PC dba SPG Therapy & Education

1320 Willow Pass Road, Suite 700
Concord, CA 94520
Phone (925) 945-1474 Fax (925) 945-1768
Email contracts@spgtherapy.com

AGREEMENT BETWEEN
Making Waves Academy
AND
SPG Therapy & Education

THIS AGREEMENT is effective July 1, 2026, by and between the **Making Waves Academy**, **(**hereinafter "District") and **SPG Therapy & Education,** (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. **Scope of Services:** Contractor shall provide the professional and/or paraprofessional services as designated in the attached Addenda. These services include, but are not limited to, Speech-Language Pathology, Occupational Therapy, Physical Therapy, School Psychology, Behavior Intervention, Mental Health, and Special Education Services.

2. **Performance of Services:**
    a. Contractor agrees to perform the services described on the "Addenda" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools necessary for the performance of the Services.

    b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

3. **Compensation & Terms for Payment**: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

4. **Contract Term and Termination:** This Agreement will become effective on July 1, 2026. This Agreement will terminate upon the completion of the Services (as stated in the addenda) or when terminated as set forth below.

    a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. *As a professional courtesy, please do not discuss contract changes, costs, or pending contracting changes with contractor's employees.* The Contractor will inform its' employees of changes or cancellations to the contract.

5. **Insurances:** Contractor has attached the current Certificate of Insurance.

6. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either emailed or personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT	**CONTRACTOR**
Making Waves Academy 4123 Lakeside Dr Richmond, CA 94806 Phone: Fax:	SPG Therapy & Education 1320 Willow Pass Rd., Suite 700 Concord, CA 94520 Phone: (925) 945-1474 Fax: (925) 945-1768 Email: Contracts@spgtherapy.com **Tax ID# 94-3290122**

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

7. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event it is not able to provide services for any reason. However, Contractor will make all efforts to replace the provider, if one is available in the area.
    a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
    b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
    c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

8. **Management of SPG Therapy & Education Staff:** Staff are supervised by SPG Employees. Nothing shall prohibit supervisors from making site visits to provide assistance, support and supervision so long as they meet California Department of Education requirements for Fingerprinting, TB testing and training requirements. Any Clinical Supervision services that are billed will be provided within contracted hours as listed in the attached Services addendum(s).

9. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

10. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

11. **Tuberculosis (TB) Clearance:** CONTRACTOR shall comply with the CA Education Code §49406 by ensuring all contracted staff on campus provide evidence of being free from active tuberculosis (TB).

12. **Caseload Maximum:**
    a. Caseloads will be built in collaboration with SPG Supervisors, SPG direct service staff and the district representative. In no case shall caseloads exceed the guidance specified by each discipline's governing board. For example, Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

    b. It is acknowledged that workload management is an ongoing process and, when the governing licensing board does not specify caseload guidance by number of students, therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.

13. **Rules and Regulations**: All applicable results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

14. **Indemnification:**
    a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys' fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

    b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney's fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

15. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate twelve calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor. In the event that District/Facility breaches or violates this Paragraph 12, then District/Facility agrees to and shall pay to Contractor as damages the amount of $50,000 (fifty thousand dollars) per licensed Contractor employee within 21 calendar days In the case of instructional aides and similarly non-licensed staff the District/Facility agrees to and shall pay to Contractor as damages the amount of $30,000 (thirty thousand dollars). District/Facility agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph 12, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages owed to Contractor. District/Facility, therefore, agrees that this amount of damages is fair and reasonable under the circumstances existing at the time this Agreement is executed.

16. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it

is the District's responsibility to either provide a computer to the contracted employee or provide access to all systems required for the SPG contractor to access.

17. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

18. **Non-Discrimination:** CONTRACTOR and LEA programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

19. **Attorneys' Fees**: If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

20. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

21. **Successors in Interest:** This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

22. **Time for Site Specific Trainings/Requirements:**

    a. District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, staff meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend and may be within the contracted hours in the addendum or in addition. If additional time is required by the District, District will pay the additional time at the hourly rate equivalent.

    b. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc.). Any hours in excess of contracted hours set forth in the Addenda will require prior approval from District/Facility designee.

23. **List of Services to be Performed by Contractor:**

    a. All services will align with the scope and practice for their Governing Licensing Board, along with state and federal education codes, best practices, and ethical standards for provision of services in the public-school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive. If the agreement for Services provided will be outside of Individualized Education Program services, such services will be defined in the attached addendum.

    b. Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group), evaluations, Annual and Triennial assessments and meetings as well as consult time, preparation, documentation, travel between schools, mandatory meetings and administrative tasks.

24. **Positive Behavior Interventions:** CONTRACTOR shall comply with the requirements of Education Code sections 49005.8, 56521.1, 56621.5, and 56366.1 regarding positive behavior interventions.

25. **CALSTRS/PERS Reporting:** CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. CONTRACTOR shall provide such data upon request.

26. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2026, and terminates on June 30, 2027, unless sooner terminated as provided herein.

DISTRICT	**CONTRACTOR**
	Susan Stark
Name and Title of Authorized Representative Making Waves Academy	Susan Stark, M.S., CCC-SLP
	5/22/2026
Signature	Date
Date	

SPG THERAPY & EDUCATION

School Year	2026-2027
Last Updated	May 2026

SPG Behavior Management and Consultation Services

Provider Type	Bill Rate	Rate Type
Board Certified Behavior Analyst (BCBA)	$135.00	Hourly
Behaviorist	$100.00	Hourly

Tier 1: 1-5 Placements

Provider Type	Bill Rate	Rate Type
RBT	$68.00	Hourly
BT	$62.00	Hourly
Paraprofessional*	$58.00	Hourly

Tier 2: 6-10 Placements

Provider Type	Bill Rate	Rate Type
RBT	$66.00	Hourly
BT	$62.00	Hourly
Paraprofessional*	$56.00	Hourly

Tier 3: 11-20 Placements

Provider Type	Bill Rate	Rate Type
RBT	$64.00	Hourly
BT	$60.00	Hourly
Paraprofessional*	$54.00	Hourly

Tier 4: 21+ Placements

Provider Type	Bill Rate	Rate Type
RBT	$62.00	Hourly
BT	$58.00	Hourly
Paraprofessional*	$54.00	Hourly

*Paraprofessional rates apply to the following service providers:

Instructional Aide, Paraprofessional, Facilitator, Tutor, Technician

Discounted rates are applied upfront based on tier level committed to by Customer.

SPG THERAPY & EDUCATION

District	Making Waves Academy
School Year	2026-2027
Last Updated	May 2026

SPG Specialized Therapy Services

Service	Bill Rate	Rate Type	Bill Rate	Rate Type
Speech Language Pathologist (SLP)	$134.16	Hourly (8-Hour Day)	$1,073	Daily
Speech Language Pathologist (SLP) - Specialty*	$150.05	Hourly (8-Hour Day)	$1,200	Daily
Speech Language Pathologist Assistant (SLPA)	$96.93	Hourly (8-Hour Day)	$775	Daily
Speech Language Pathologist Assistant (SLPA) - Specialty*	$101.84	Hourly (8-Hour Day)	$815	Daily
Remote Speech Language Pathologist (SLP)	$134.16	Hourly (8-Hour Day)	$1,073	Daily
Remote Speech Language Pathologist (SLP) - Specialty*	$150.05	Hourly (8-Hour Day)	$1,200	Daily
Physical Therapy (PT)	$125.10	Hourly (8-Hour Day)	$1,001	Daily
Occupational Therapy (OT)	$125.10	Hourly (8-Hour Day)	$1,001	Daily
School Psychologist	$168.80	Hourly (8-Hour Day)	$1,350	Daily
School Psychologist - Bilingual	$179.03	Hourly (8-Hour Day)	$1,432	Daily
School Psychologist - Hybrid	$168.80	Hourly (8-Hour Day)	$1,350	Daily
Mental Health - CG and PCT Services	$134.41	Hourly (8-Hour Day)	$1,075	Daily
Mental Health - CG and PCT Services - Bilingual	$149.92	Hourly (8-Hour Day)	$1,199	Daily
Independent Educational Evaluations (IEE)	$190.48	Hourly	$190.48	Hourly
Education Specialist	$117.11	Hourly (8-Hour Day)	$937	Daily
Education Specialist - Bilingual	$131.00	Hourly (8-Hour Day)	$1,048	Daily

With the exception of the IEE hourly rate above are reflective of an 8-hour workday.

**Specialty services include: Bilingual, AAC, AT, D/HH*

District	Making Waves Academy
Date of Projection	5/20/26

SPG Specialized Therapy Services - Full School Year Clinicians

Projection	Provider / Service	Bill Rate	Rate Type	Hours / Day	Billable Days	Number of Providers	Projected Annual Cost
A	Speech Language Pathologist (SLP)	$134.16	Hourly	8	161	0.8	$138,238
B	Occupational Therapy (OT)	$125.10	Hourly	8	82	0.4	$32,826

SPG Specialized Therapy Services - Bank of Hours

Projection	Provider / Service	Bill Rate	Rate Type	Bank of Hours	Projected Annual Cost
C	Physical Therapy (PT)	$125.10	Hourly	10	$1,251

Total Projected Cost	$172,316

For questions related to this cost projection, please contact contracts@spgtherapy.com.

Contractor agrees to provide services within the contracted hours, as set forth above. SPG Therapy & Education (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers**, Medical/MAA Billing. **The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District. It is further understood that the district will inform SPG Therapy & Education of contracted staff who are out of compliance with the District's policies and procedures. The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation.

California Department of Education
Nonpublic Agency (NPA) Certification

Date: February 12, 2026

NPA: SPG Therapy & Education – Walnut Creek

NPA Identification Code: 9900164

Site Administrator: Susan Stark

Mailing Address: 2021 Ygnacio Valley Road, C102, C103 & C202
City: Walnut Creek State: California Zip Code: 94598

NPA Authorized to Provide Services at NPA Site: ☑ Yes
Site Address: 2021 Ygnacio Valley Road, C102, C103 & C202
City: Walnut Creek State: California Zip Code: 94598

Grades: Prekindergarten to 12

Ages: nfant to >22 Student Gender: All

2026 Certification Status: Approved

Maximum Student Capacity: 76+

Effective Dates: January 01, 2026 through December 31, 2026

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. Seq.

☐ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services:

☐ APE	☑ BII	☑ LSDR	☑ PCT	☐ SDTI	☐ VECD
☐ AS	☑ CG	☐ MT	☑ PS*	☐ SW	☐ LI:
☑ ATS	☐ EE	☐ OM	☑ PT	☐ TS	☐ Other:
☑ BID	☐ HNS	☑ OT	☐ RS	☐ VS	

*Other than Assessment and IEP Development

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic agency.

SPG THERAPY & EDUCATION

Staff Clearances and Annual Required Notices

SPG Therapy & Education certifies that pursuant to California Education Code sections 44237, 56366.1, 30521.1, and 35021.2 all employees of SPG Therapy & Education have obtained clearance from the California Department of Justice and the Federal Bureau of Investigation and none of its employees have been convicted of a violent or serious felony as defined in the California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or
(j). Records of these clearances are kept on file in SPG Therapy & Education's Human Resources Department and SPG Therapy & Education has enrolled in subsequent arrest notification service as specified for each owner, operator, and employee of SPG Therapy & Education, per the requirements of Assembly Bill 389 and California Penal Code section 11105.2.

Tuberculosis clearance has also been obtained for all SPG Therapy & Education employees per the requirements of California Education Code sections 35021 et. seq. SPG Therapy & Education complies with the OSHA Blood Borne Pathogens Standards, per Title 29 Code of Federal Regulations section 1910.1030 and provides annual trainings regarding blood borne pathogens health care precautions. Annual notices and procedures are distributed to all SPG Therapy & Education employees including but not limited to: Anti-Bullying and Harassment, also cited as the Safe Place to Learn Act (as defined by the California Education Code sections 48900 and 234-234.5), Child Abuse and Neglect Mandated Reporting, Positive Behavior Intervention (California Code of Regulations, Title 5, Section 3052(i)), Reporting of Missing Children (California Education Code 49370), and Sexual Harassment/Non- Discrimination.
Records of state license/credential, tuberculosis clearances, and confirmation of receipt of all required annual notices are kept on file in SPG Therapy & Education's Human Resources Department

Thank you,

Susan Stark, M.S., CCC-SLP
President
SPG Therapy & Education

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

SPG Therapy & Education, PC

2 Business name/disregarded entity name, if different from above.

SPG Therapy & Education

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1320 Willow Pass Rd Suite 700

Requester's name and address (optional)

6 City, state, and ZIP code

Concord, CA 94520

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	4	–	3	2	9	0	1	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 5/28/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Pasadena
3475 E. Foothill Boulevard
Suite 100
Pasadena CA 91107
License#: 0008309

CONTACT NAME: IMA Certs Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Insurance Company	25011
INSURER B : At-Bay Specialty Insurance Company	19607
INSURER C : QBE Insurance Corporation	39217
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THESPEE-C1
SPG Therapy & Education PC DBA SPG Therapy & Education
1320 Willow Pass Rd Suite 700
Concord CA 94520

COVERAGES **CERTIFICATE NUMBER:** 26111327 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		WPP2088731	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		WPP2069406	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			WUM2088367	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		202000942	10/1/2025	10/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Professional liab EO Cyber Liability			WPP2088731 AB674195603	10/1/2025 10/1/2025	10/1/2026 10/1/2026	Aggregate Aggregate	$3,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Abuse & Molestation: Policy #WPP2088731; Insurer: Wesco Insurance Company; Effective Date: 10/1/2025; Expiration Date: 10/1/2026; Aggregate: $3,000,000

Sexual Abuse per Occurrence $1,000,000
Sexual Abuse aggregate $3,000,000

Named Insureds:
Ascend Redwood Midco 2, LLC
See Attached...

CERTIFICATE HOLDER

Making Waves Academy
4123 Lakeside Dr
Richmond CA 94806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: THESPEE-C1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Pasadena	**NAMED INSURED** SPG Therapy & Education PC DBA SPG Therapy & Education 1320 Willow Pass Rd Suite 700 Concord CA 94520
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Ascend Redwood Target Ac□uisition, LLC
REP SPG III Blocker, Inc.
Ascend Redwood Debtco, LLC
SPG Therapy & Education, PC dba SPG Therapy & Education
SPG Therapy & Education, PC dba Child Counseling & Behavior Therapy Clinic
Comprehensive Autism Center, PC
Family Support Center of Colorado, LLC
Abrite, PC dba Abrite or The Abrite Organization
Abrite, PC dba Brite Horizons School
REP Behavioral Health, LLC
Mariposa Speech Services LLC
RE: All Operations of the Named Insured. Certificate Holder Includes: Making Waves Academy. Certificate Holder and all other parties re□uired by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if re□uired by written contract or agreement, sub□ect to the policy terms and conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $10,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

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A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V – Definitions** is deleted and replaced with the following:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or

f. Misappropriation of advertising ideas or style of doing business; or

g. Infringement of copyright, title, or slogan.

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III – Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

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The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended as follows:

Paragraph **b. (1) (a) (ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V – Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III – Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **7.** of **Section III – Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III – Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft," auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

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(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V – Definitions**, Paragraph **12**., "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV – Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a., 2.b.,** and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV – Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. **Section V – Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or

c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II – Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds – Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C Medical Payments**.

(b) "Bodily Injury" to:

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(i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your volunteer worker, or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) Your ongoing operations performed for such Additional Insured; or

(ii) Such Additional Insured's financial control of you; or

(iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e).** does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured – Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

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(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured – Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an “insured contract”;

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the “bodily injury,” “property damage,” “personal injury”, or “advertising injury.”

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d. (1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any “occurrence” or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured – Owner, Manager, Operator or Lessor of “Special Events” Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a “special event” is held, sponsored or conducted by you, or on your behalf, under:

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(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured – Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment, or

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above;

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(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b) (i)** or **(b) (ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured – LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V – Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III – Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Coversheet

Changes to the Board

Section: VI. Action Items
Item: T. Changes to the Board
Purpose: Vote
Submitted by: Alicia Malet Klein

BACKGROUND:

For reasons related to a changing work schedule, **board member Margaret Watson** needs to step down after seven years of service. We will deeply miss her passionate interest in teaching practice, consistently positive framing of critique and questioning, desire to understand data and push to root decisions in it, off-the-charts strategic-thinking, genuine commitment to culture and the experience of all stakeholders, and enthusiastic warmth.

Board candidate Eleanor Boli began her career in education, teaching in the Philadelphia School District before spending eight years at Making Waves Academy and supporting the school community through its 12th to 16th Wave graduating classes. Deeply inspired by the students and families she worked alongside—many of whom demonstrated entrepreneurship as a powerful tool for community, family, and economic transformation—she went on to earn her MBA from UC Berkeley Haas School of Business to explore how values-driven businesses can expand opportunity and access. Over the past several years, Eleanor has focused her work at the intersection of finance, community, and economic development, supporting small businesses and contributing to an Oakland-based impact investing fund serving the broader Bay Area. She would be honored to return to Making Waves Academy in partnership with its leadership and board to help explore how the school can continue to prepare students to thrive in an increasingly dynamic economic and community landscape. Eleanor has spoken Spanish since an early age and is committed to honoring the diverse cultural communities that have shaped her upbringing and continue to inform her work.

Board candidate Kyle Cooper is a business leader in the financial technology industry and former teacher. He serves as Senior Vice President at Bluevine, the largest digital banking platform for small businesses in the US, where he leads the Checking & Payments business unit. Previously, Kyle was in strategy and operating roles at LendingClub, and was a management consultant at Bain & Company. While at Bain, Kyle did pro bono projects for Making Waves via Inspire, a non-profit consulting organization. Kyle began his career in education, as a Teach For America corps member at Sierra High School, a school serving about 900 students from mostly low-income families in Colorado Springs, Colorado. At Sierra, Kyle taught physics, chemistry, and earth science, and served as chair of the school science department. Kyle served as an Urban Leaders Fellow for Colorado State Senator Mike Johnston, and later was Finance Director on Johnston's campaign for governor of Colorado. Kyle graduated from Yale University with a B.A. in Political Science.

RECOMMENDATION:

Accept the resignation of Margaret Watson.

Approve the nominations of new board members to 3-year terms:

Eleanor Boli

Kyle Cooper

Coversheet

CIF Representatives from MWA for Athletic Leagues Form

Section: VII. Consent Action Items
Item: A. CIF Representatives from MWA for Athletic Leagues Form
Purpose: Vote
Submitted by:
Related Material: 2026-2027 Rep to League Forms-MWA.pdf

NORTH COAST SECTION, CIF

Pat Cruickshank, Commissioner of Athletics

5 Crow Canyon Ct., Suite 209, San Ramon, CA 94583 Tel.: (925) 263-2110, Web: www.cifncs.org

TO: PRINCIPALS/HEADMASTERS OF NCS MEMBER SCHOOLS
FROM: Pat Cruickshank, Commissioner of Athletics
DATE: April 20, 2026
SUBJECT: SCHOOL DISTRICT BOARD OF EDUCATION/PRIVATE SCHOOL GOVERNING BOARD RATIFICATION OF VOTING REPRESENTATIVES TO ATHLETIC LEAGUES FOR THE 2026-2027 SCHOOL YEAR.

The State CIF recently sent the 2026-2027 Ratification of Voting Representatives to each school district/private school governing board. Here is our follow up to that. Every year NCS staff receives questions concerning this form. It is very important that this process is completed and having a complete form will provide voting compliance at league and section meetings. Any individual who may ultimately be a voting member at a league governing board meeting, or as a representative to any of the standing North Coast Section, CIF committees (Sports Advisory Committee, Sportsmanship Committee, Alignment Committee, Finance Committee, Eligibility Committee, Executive Committee or Board of Managers) must be ratified by the school district board of education or private school governing board. Enclosed is a fillable form as well as a sample form that suggests how the form should be completed.

Governing boards can have one form per school or use one form to list representatives for multiple schools within the jurisdiction of the board. Your help in completion of the form, approval by the governing board, and return of the completed form **to the NCS Office** no later than August 1, 2026 is greatly appreciated.

PAGE 2 – Letter from CIF to Superintendents and Presidents. Although the CIF has stated a desired deadline date of June 26th, NCS is listing August 1st to give schools more time to reflect potential changes in administration prior to the start of the 2026-2027 school year.

ON THE ATTACHED FORM (PAGE 3)
Each local school district Board of Education or private school governing board will ratify to the appropriate CIF section office (North Coast Section, CIF) by August 1st of each year the appointment of individuals and alternates by name or by title who will be school representatives to the athletic leagues for the upcoming year. In the absence of the appropriate filing, all voting privileges for the affected school(s) shall be suspended.

SAMPLE FORM (PAGE 4)
This form is a sample of how the form can be completed by name and by position, avoiding issues when personnel change after the form has been submitted for the 2026-2027 school year.

If your school or district have any questions, please do not hesitate to contact the NCS Office and speak to me directly. Your timely cooperation with this required process is greatly appreciated.

Email: pcruickshank@cifncs.org
Phone: 925-263-2110 x221

TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO

DATE: LEAGUES March 11, 2026

Enclosed is a form upon which to record your district and/or school representatives to leagues for the **2026-2027 school year**. It is a form sent annually to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by the school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We request that, following action by your governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that only the designated representatives of the boards will vote on issues at the league and section level that impact athletics.
If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 26, 2026, directly to your CIF Section Office.

2026-2027 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 26, 2026.**

Making Waves Academy School District/Governing Board at its June 15, 2026 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2026-2027 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/Acting Head of School
ADDRESS 4123 Lakeside Drive CITY Richmond ZIP 94806
PHONE 510-504-4843 FAX 510-262-1518 E-MAIL anelson@mwacademy.org

****

NAME OF SCHOOL Making Waves Academy
NAME OF REPRESENTATIVE Britta Fjelstrom POSITION Athletic Director
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 Vincent Raguini POSITION Assistant Athletic Director
ADDRESS 4123 Lakeside Drive CITY Richmond ZIP 94806
PHONE 510-262-1511 FAX 510-262-1518 E-MAIL vraguini@mwacademy.org

****

NAME OF SCHOOL Making Waves Academy
NAME OF REPRESENTATIVE Elizabeth Martinez POSITION Executive Director
ADDRESS 4123 Lakeside Drive CITY Richmond ZIP 94806
PHONE 510-262-1511 FAX 510-262-1518 E-MAIL emartinez@mwacademy.org

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

2014-2015 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 25, 2014.**

Good and Best School District/Governing Board at its Date meeting,

(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Good High School
NAME OF REPRESENTATIVE Alex Good or acting Principal POSITION Principal
ADDRESS 112 Main Street CITY Good ZIP 11111
PHONE 123-123-1234 FAX 123-123-1235 E-MAIL goodemail@good.com

****

NAME OF SCHOOL Good High School
NAME OF REPRESENTATIVE Megan Terrific or acting AD POSITION Athletic Director
ADDRESS 112 Main Street CITY Good ZIP 11111
PHONE 123-123-1234 FAX 123-123-1235 E-MAIL mterific@good.com

****

NAME OF SCHOOL Best High School
NAME OF REPRESENTATIVE Betty Best or acting Principal POSITION Principal
ADDRESS 1290 18th Street CITY Good ZIP 11111
PHONE 123-234-2345 FAX 123-234-2346 E-MAIL bbest@best.com

****

NAME OF SCHOOL Best High School
NAME OF REPRESENTATIVE Mark Fantastic or acting AD POSITION Athletic Director
ADDRESS 1290 18th Street CITY Good ZIP 11111
PHONE 123-234-2345 FAX 123-234-2346 E-MAIL mfantastic@best.com

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 Peter Excellent Signature

Address 5 Outstanding Ave. City Good Zip 11111

Phone 123-456-4567 Fax 123-456-4568

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

Coversheet

CCCOE Teacher Induction Program MOU Renewal

Section: VII. Consent Action Items
Item: B. CCCOE Teacher Induction Program MOU Renewal
Purpose: Vote
Submitted by:
Related Material:
CCCOE TIP 26-27 MOU with Making Waves Academy (part 1) - signed.pdf

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Contra Costa County Office of Education (CCCOE) Teacher Induction Program (TIP)
and
Making Waves Academy

July 1, 2026 – June 30, 2027

This Memorandum of Understanding (MOU) establishes a partnership between the Contra Costa County Office of Education (CCCOE), through its Teacher Induction Program (TIP), and Making Waves Academy.
This partnership aims to implement a comprehensive Induction program that aligns with the guidelines set forth by SB 2042 and the California Induction Standards.

Program Overview:
The goal of this partnership is to increase student achievement through the implementation of a quality teacher induction program while nurturing the growth and development of participating General Education and Education Specialist teachers. Upon successful completion of the program, teachers earn a formal recommendation for a California Clear Credential.

Purpose of the MOU
The MOU aims to:

- Establish a formal working relationship between CCCOE and the District/Partner Agency.
- Define the conditions governing this partnership.
- Create an agreement for services to assist Candidates in fulfilling California Clear credentialing requirements.
- Collaborate on the implementation of a state-approved Teacher Induction Program.
- Provide a comprehensive, high-quality induction program tailored to meet the unique contexts and needs of Candidates.

For the purposes of this document, new teachers across all credential areas will be referred to as "Candidates," and veteran teachers will be referred to as "Mentors".

MOU Timeline
The agreement will commence on **July 1, 2026,** and will terminate on **June 30, 2027.**

Background and Program Description
The CCCOE Teacher Induction Program is a state-accredited, locally designed initiative that provides a comprehensive two-year system of mentoring, support, and professional learning. Rooted in individualized growth, the program seeks to:

- Accelerate the improvement of teaching practice, as measured by the California Standards for the Teaching Profession (CSTP)
- Support teachers in engaging in intentional and authentic self-assessment, goal-setting, inquiry, analysis of student learning, and reflective practices, all in service of improving student achievement and outcomes.

Candidates and Mentors engage in research-based professional development tailored to their local contexts, individual needs, and program requirements. The program aims to foster a collaborative learning community dedicated to educator growth and the retention of teachers, emphasizing equity-centered professional habits and practices.

Goals of Partnership

The goals of this partnership are to:

1. **Increase Student Achievement:**
   - Strengthen instructional practices to positively impact student learning and outcomes.
2. **Accelerate the Effectiveness of New Teacher Practices:**
   - Support new teachers in rapidly developing their skills, confidence, and competence.
   - Guide teachers in refining instructional practices aligned with the California Standards for the Teaching Profession (CSTP).
3. **Deliver Individualized Mentoring & Job-Embedded Learning:**
   - Offer one-on-one mentoring tailored to meet the unique needs of each teacher, within their specific context.
4. **Provide Leadership and Professional Growth Opportunities for Experienced Educators:**
   - Engage veteran educators as Mentors to guide and support new teachers, fostering their professional growth.
   - Develop Mentors' leadership capacities through training and collaboration, empowering them to contribute meaningfully to the district/agency goals.
5. **Cultivate Excellence and Equity in Education:**
   - Equip educators with strategies to address diverse student needs and reduce opportunity gaps.
   - Cultivate self-reflection and cultural competence to create inclusive classroom environments.
6. **Foster a Collaborative Learning Community:**
   - Build a supportive and collaborative environment for both new and experienced teachers.
   - Encourage the sharing of promising practices and collective problem-solving.
7. **Support Educator Retention and Engagement:**
   - Support a community of practice that encourages educators to stay in the profession.
   - Enhance job satisfaction and career longevity through structured, ongoing mentoring and support.

Anticipated Outcomes of the Agreement:

- **Collaboration in Program Implementation**
  CCCOE and the District/Partner Agency will collaborate to implement an induction program that supports eligible teachers holding a valid California Preliminary Credential, as outlined in this MOU.

- **Development of Mentor Cadre**
  The District/Partner Agency will, when possible, establish a cadre of experienced Mentors who exemplify the characteristics of an effective mentor. These Mentors will serve as instructional leaders and provide essential support to new teachers.

- **Program Design and Support**
  The District/Partner Agency will fully implement the program design, providing all necessary support and resources to ensure that Candidates successfully complete the induction program and receive their California Clear Credential, while also ensuring that mentors receive ongoing support.

Assessment and Evaluation
The partnership will conduct bi-annual assessments based on agreed-upon outcomes to measure progress. Continued measurable progress and sustained funding are prerequisites for maintaining the partnership.

THE CCCOE TEACHER INDUCTION PROGRAM AGREES TO:

1. Provide and supervise the Commission-approved induction program, which grants a recommendation of a California Clear Credential upon successful completion of all CCCOE Teacher Induction Program activities and requirements.
2. Submit required reports or information related to program accreditation and compliance with program requirements to the California Commission on Teacher Credentialing (CTC).
3. Consult with the District/Partner Agency to assess school needs and resources related to new teacher induction.
4. Collaborate with the District/Partner Agency to develop and/or refine program design and interface with the CTC to support Candidates in receiving a Professional Clear Credential.
5. Assist the District/Partner Agency in recruiting and selecting new teacher Mentors according to California Induction Program standards, verifying Mentor qualifications, and ensuring final approval for all Candidate-Mentor partnerships based on CTC guidelines.
6. Collaborate with the District/Partner Agency to ensure that systems of support are coordinated and aligned with other school improvement initiatives.
7. Provide training, ongoing professional development, and support for Mentors and Candidates.
8. Consult with the District/Partner Agency in the design of teacher recruitment and professional development programs related to teacher induction.
9. Offer and advise Candidates on the Early Completion Option (ECO) for "experienced and exceptional" candidates who meet the program criteria.
10. Participate in Induction Program Leadership networks to support and enhance the effectiveness of the teacher induction program.
11. Solicit feedback from partners to guide the development and continuous improvement of program processes and systems.
12. Fulfill state requirements for an Induction Program.
13. Verify that Candidates have met all program requirements and submit verification/ recommendation to the CTC on behalf of Candidates seeking a California Clear Credential.

EDUCATIONAL PARTNER: DISTRICT/PARTNER AGENCY AGREES TO:

1. Designate a coordinator (holding an administrative position) to serve as one of the primary contacts. The coordinator and/or liaison may represent the District/Partner Agency on the TIP Leadership Team and support the implementation of all program requirements.
2. Appoint an Induction Liaison (Lead Mentor). The District/Partner Agency shall appoint an Induction Liaison (Lead Mentor) who may represent the District/Partner Agency on the TIP

Leadership Team and will actively participate in the implementation, submission, and completion of all program requirements.

To maintain eligibility for the Lead Mentor role, the individual must meet at least one of the following requirements within a two-year cycle:

- Serve as a mentor to an Induction candidate at least once every two years; **and/or**
- Participate in approved mentor training or complete a mentor preparation course; **and/or**
- Engage in a documented individualized self-study plan focused on building depth of understanding of the Induction program and mentoring practices.

These requirements are intended to ensure the Lead Mentor maintains current program knowledge and the capacity to effectively support mentors and candidates.

3. Assign Qualified Mentors (See Exhibit D: Candidate/Mentor Ratio Guidelines)
   - Fall Enrollment**:**
     - The District/Partner Agency shall assign a mentor to each qualified CCCOE Teacher Induction Candidate within the first 30 days of their enrollment in the program.

4. Provide Specialized Support for Education Specialists. Assign a mentor to each qualified CCCOE Teacher Induction California-trained Level I Education Specialist, ensuring the mentor holds the same credential as the Candidate.

5. Candidate Declination/Opt Out Form: Induction is intended to begin during a teacher's first year of teaching while holding a Preliminary Credential. Accordingly, the District or Partner Agency shall ensure that all teachers eligible for Induction are informed of their eligibility at the time of hire or immediately upon becoming eligible.

   In instances where an eligible teacher does not participate in the Induction Program, a signed Induction Declination/Opt Out Form shall be completed and submitted to the Contra Costa County Office of Education (CCCOE) Teacher Induction Program (TIP). A copy of the signed form shall also be retained on file by the District or Partner Agency. This documentation shall serve as verification that Induction participation was offered in a timely manner and that the teacher formally declined or deferred participation.

   The District or Partner Agency acknowledges that maintaining this documentation supports program accountability, transparency, and compliance with California Commission on Teacher Credentialing (CTC) requirements.

6. District/Partner Agency Capacity and Alternate Support Plan: If the District/Partner Agency does not have the capacity to assign mentors to all eligible teachers, the District/Partner Agency agrees to:
   - Written Notification
     - Provide a timely written notice to the Consortium identifying all affected teachers who are unable to be assigned an Induction mentor. Notification shall include the teacher's name, assignment, credential status, and school site.
   - Alternate Support Plan
     - Submit a written plan detailing how each affected teacher will receive structured, ongoing professional support during the period in which they are not enrolled in Induction. The plan shall describe the type of support provided (e.g., site-based mentoring, instructional coaching, professional learning communities, or other

formalized support structures), the frequency of support, and the personnel responsible for providing it.
- Timeline for Induction Enrollment
    - Identify the anticipated timeline for when each affected teacher will be enrolled in the Consortium's Induction Program, with the intention that Induction begins during the teacher's first year of teaching while holding a Preliminary Credential.
- Exploration of Contracted Mentor Support
    - In collaboration with the Consortium, explore the feasibility of assigning contracted mentors through the Contra Costa County Office of Education (CCCOE) to support eligible teachers when District/Partner Agency capacity is limited.

7. Submit TIP Enrollment List (Projections)
    - Fall Enrollment:
        - The District/Partner Agency shall submit a final list of Fall Enrollment Candidates and Mentors to CCCOE before **Oct. 1st** of the current school year.

8. Pay Service Fee for Teacher Induction Services (See Exhibit B for detailed Program Service Fees)
        - $2,250 per Candidate - If the District/Partner Agency provides the mentor.
        - $2,500 per Early Completion Option Candidate
        - $5,250 per Candidate **-** If the District/Partner Agency contracts with CCCOE for mentor services.
    - Registration Fee:
        - A non-refundable registration fee of $175 per Candidate is required for each individual added to the Teacher Induction Projections List. This fee must be paid regardless of subsequent participation in the program.

    - Mentor Services:
        - The service fee covers all mentor professional learning and participation in the Teacher Induction Program. However, it does not include the mentor stipend.
        - Each District/Partner Agency determines its own mentor stipend amount.

    - Request a CCCOE Mentor:
        - To request a CCCOE mentor, please email the CCCOE TIP Coordinators.

9. Payment Schedule
    For Fall Enrollment:
    - Pay half or the full amount of the total by **January 15, 2027.**
    - Pay any remaining balance by **March 31, 2027.**

    General Payment Terms:
    - Late fees of 1% per month will be applied to accounts 30 days past due.
    - Service fees are paid to CCCOE TIP by the District/Partner Agency, not the Candidates.
    - Credential recommendations will be made only after full payment is received.

10. Allocate sufficient resources to support candidates and mentors in meeting program requirements,
    - Teacher of Record: Candidates must be employed as a teacher of record for a minimum of one course in the area(s) they are authorized to teach.
    - Individualized Support: At least one hour per week of individualized mentoring, coordinated and/or planned by the mentor.
    - Mentoring Activities: Mentoring activities should be intentionally designed to provide teachers with opportunities to demonstrate growth in the California Standards for the Teaching Profession.

- Individualized Learning Plan (ILP): The ILP, which is designed and implemented solely for the teacher's professional growth, shall include goal-setting and inquiry. It is not intended for evaluation or employment purposes (See Exhibit C for Confidentiality Policy).
- ILP Goal Development: The candidate and mentor, in consultation with the site administrator, shall collaboratively develop the ILP goals within the first 60 days of enrollment.
- Release Time for Mentors: Mentors shall be provided with release time to attend all required professional development and conduct required observations of the candidate.
- Formative Assessment: Ongoing formative assessments of candidate development. Technology Support: Basic foundational technology support for mentors and candidates (e.g., Google Suite, Zoom, etc.) will be provided.

11. Ensure Program Participation and Cooperation
    The District/Partner Agency shall ensure full cooperation and participation in program activities, including but not limited to:

    - Mentor Attendance: Attendance of all mentors at required professional learning sessions throughout the year.
    - Individual Coaching: Provide individual coaching for mentors and other program-related personnel as needed.
    - Site Administrator Training and Meetings: Facilitate training and meetings for site administrators to support the program.
    - Candidate Professional Development: Provide professional development opportunities for candidates to enhance their teaching practice.
    - Online Communication and Coordination: Maintain effective online communication and coordination among all partners.
    - Program Reflection and Connection: Organize and coordinate the Mid-Point Reflection and Culminating Connection to assess and celebrate candidate growth and program success.

12. Ensure all candidates and leaders in the following roles sign the appropriate program commitment form: coordinator/liaison, site administrator, and mentor.

13. Participate in program accreditation interviews, evaluations, and research activities, including completing the program's Mid-Point and Culminating Surveys.

14. Provide professional resources required for program implementation beyond those provided by the induction program.

15. Take organizational action to ensure that the program of new teacher support is sustained.

Proprietary Materials

1. Ownership: All materials provided by each party ("Providing Party") to the other party ("Receiving Party") under this MOU, including but not limited to documents, data, software, methodologies, and any other proprietary information ("Materials"), shall remain the exclusive property of the Providing Party. Any induction materials or processes specific to the CCCOE program will only be used or referenced with written permission from CCCOE

2. Use and Confidentiality: The Receiving Party agrees to use the Materials solely for the purposes outlined in this MOU. The Receiving Party shall not disclose, reproduce, distribute, or allow access to the Materials to any third party without the prior written consent of the Providing Party, except as required by law.

3. Return or Destruction: Upon termination or expiration of this MOU, or upon written request by the Providing Party, the Receiving Party shall promptly return all Materials, including any copies or extracts thereof, or certify in writing the destruction of such Materials.

4. Exceptions: This provision shall not apply to Materials that:
   - Are or become publicly available through no fault of the Receiving Party.
   - Are independently developed by the Receiving Party without reference to or use of the Materials provided by the Providing Party.
   - Are rightfully received from a third party without breach of any obligation of confidentiality.

5. Survival: The obligations of confidentiality and restriction on use shall survive the termination or expiration of this MOU for a period of five years.

This clause ensures that each party's proprietary materials are protected and outlines the terms under which such materials may be used and disclosed during the term of the MOU and afterward. Adjustments should be made based on specific legal advice and the nature of the materials involved.

 Mutual Indemnity:

a) The *County Superintendent* shall defend, indemnify and hold *District/Partner Agency,* its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claims") but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions, or violations of FERPA with respect to student records, by *County Superintendent*, its officers, agents, or employees.

b) The *District/Partner Agency* shall defend, indemnify, and hold the *County Superintendent* its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claims") but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions or violations of FERPA with respect to student records, by *District/Partner Agency*, its officers, agents, or employees.

 Termination:

- In the event that either party does not fulfill the terms of this agreement in a timely manner, the other party may terminate this agreement with a 30-day written notice to the breaching party.
- In the event that either party determines this agreement is no longer to be bound by the terms, Termination may be made with a 30-day prior notice to the date of termination.

Exhibit A

District/Partner Agency Roles and Responsibilities
A. CCCOE Teacher Induction Program Coordinator B. District/Partner Agency Coordinator C. District/Partner Agency Liaison a. Coordinator and Liaison Venn D. Site Administrator

Exhibit B

Program Service	Service Fee
Teacher Induction Candidate	• Traditional two-year pathway: $2,250 per year • Early Completion Option (ECO) pathway: $2,500 The non-refundable registration fee of $175 per Candidate added to the Teacher Induction projections list is included in the service fee and is not an additional charge. <u>Fall Enrollment:</u> For Fall Enrollment, the service fee is prorated for withdrawals prior to November 1st as follows: • September: $425 (registration included) • October: $675 (registration included) • Full-service fee applies after November 1st.
CCCOE Provided Mentor	• $3,100 (Including stipend + benefits) • The service fee is prorated for early withdrawals at a rate of $344 per month <u>Pre-Induction Mentor Request</u> The District/Partner Agency may request a pre-induction trained mentor to support teachers who are not yet eligible for formal Teacher Induction but would benefit from targeted mentorship and professional guidance.
CCCOE Provided Level 1 Competency Requirement Only *(California Trained Education Specialists Only*)	• $1,125 per Candidate
CCCOE Provided Coordinator/Liaison for District/Partner Agencies	• $4,000 ○ For enrollment of six to twelve program participants (total includes Candidates and Mentors). If the total number of program participants (Candidates and Mentors) **exceeds twelve**, an additional service fee of $300 per candidate will apply for each participant beyond the initial twelve. This fee will be reflected in the CCCOE invoice for program services.

CCCOE Facilitated Professional Development is available for Educational Partners: Districts/Partner Agency *(upon request)*	Offerings Include: ● Art and Science of Mentoring ● Foundations of Coaching ● Coaching Cycles ● Skillfully Provide Information to Catalyze Thinking ● Hard Conversations ● Analysis of Student Learning ● Observation Cycles ● Coaching toward Equity ● Culturally Responsive Teaching ● Teacher Resilience Sample pricing for professional development: ● Full series per participant: $750 ● Groups of 6-29 participants (paying together): $650 per participant ● Groups of 30 or more: Contact us for custom pricing
Consultancy Leadership Coaching	● Pricing is available upon request.

Exhibit C

CCCOE TIP Confidentiality Policy
One of the basic principles underlying the CCCOE Teacher Induction Program is confidentiality. While TIP Mentors participate in assessing growth, Mentors are not evaluators; rather, the mentor is a colleague whose goal is to assist the Candidate in applying promising practices when creating their Individualized Learning Plan (ILP) and working toward receiving a Professional Clear Teaching Credential. ***Communication between the mentor and candidate is strictly confidential.*** It should be noted, however, that mentors and candidates collaborate on the Individualized Learning Plan's goals in consultation with the site administrator in order to better align the induction experience with district/partner agency priorities. A "triad of communication" between the candidate, mentor, and site administrator can serve to optimize support and coordinate professional growth plans. The ILP and other documents are the property of the Candidate to complete credential requirements, not for evaluation. A District/Partner Agency Liaison may provide feedback to support your learning while still honoring confidentiality. Candidates may choose but are not required, to share any elements of the ILP with the administrator(s). Participation, however, such as attendance at professional development seminars and meetings, and completion of Teacher Induction requirements are not confidential. They are documented within the CCCOE Teacher Induction Program database and can be made available for candidates, mentors, site administrators, district/partner agency coordinators, and district/partner agency liaisons. For more information. See Confidentiality Policy

Exhibit D

Candidate/Mentor Ratio Guidelines	
The recommended ratio of candidates to mentors stated below is based on knowledge about learning to teach and knowledge of the level of support necessary to successfully assist candidates in maximizing successful teaching and meeting the induction standards.	
Mentoring Role	**Recommended Number of Candidates**
Full-time classroom teacher	1-2 (maximum) Recommended Stipend: $2,200 - 3,300 per teacher
Partial-release classroom teacher	• 20% release supports 3 teachers • 40% release supports 6 teachers • 60% release supports 9 teachers • 80% release supports 12 teachers
Full-release mentors (assuming no other duties aside from induction mentoring)	13-15 Consider: required one hour a week of individualized support, release/prep time, observation/planning time, mentor experience, travel (multiple school locations)

District/Partner Agency Information	
Name of District/Partner Agency TIP Coordinator:	Charise DeCoito
Email:	cdecoito@cccoe.k12.ca.us
Name of District/Partner Agency TIP Liaison (Lead Mentor):	William (Billy) Heidenfeldt
Email:	billette1976@gmail.com

MOU Signatures of Agreement

By signing this document via Adobe Sign, the parties acknowledge and agree to the terms and conditions outlined in the MOU.

District/Partner Agency Authorized Signatory

Name:	Elizabeth Martinez	
Title:		
Signature: Elizabeth Martinez		**Date:** 05/15/2026

To Be Completed by CCCOE Only		
MOU Authorization Has Been Approved By The Following:		
Daniela Parasidis ***Deputy Superintendent, CCCOE***	Daniela Parasidis (May 20, 2026 13:48:53 PDT)	**Date** 05/20/2026
Charise DeCoito **Nyere da Silva** ***Coordinator, CCCOE TIP***	Charise De Coito	**Date** 05/15/2026

Coversheet

IT Management Corporation Quote (ITMC) Cisco Smartnet Renewal

Section: VII. Consent Action Items
Item: C. IT Management Corporation Quote (ITMC) Cisco Smartnet Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: ITMC Quote 14673.pdf

BACKGROUND:

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

RECOMMENDATION:

Please approve the quote from IT Management Corporation with a fiscal impact of $60,834.77 in 2026/2027 school year.

ITMC
3300 Central Expressway
Santa Clara, California 95051
United States
https://itmc.net/
(P) (888) 970-2070
(F) (408) 739-1101

Quote (Open)

Date
Mar 04, 2026 09:28 AM PST

Expiration Date
06/30/2026

Modified Date
May 20, 2026 04:16 PM PDT

Quote #
14673 - rev 5 of 5

Description
Cisco License & SMARTnet Renewal 1 Year

SalesRep
ITMC, SLED Account Manager
(P) 408-495-5900
(F) 408-739-1101

Customer Contact
Edwards, Damon
(P) 510-262-1511
dedwards@mwacademy.org

Customer
Making Waves Academy (MW1272)
Edwards, Damon
4123 Lakeside Drive
Richmond, CA 94806
United States
(P) 510-262-1511

Bill To
Making Waves Academy
Edwards, Damon
4123 Lakeside Drive
Richmond, CA 94806
United States
(P) 510-262-1511
dedwards@mwacademy.org

Ship To
Making Waves Academy
Edwards, Damon
4123 Lakeside Drive
Richmond, CA 94806
United States
(P) 510-262-1511
dedwards@mwacademy.org

Shipping Info
Delivery Method: Other Electronic
Carrier Account #:
Special Instructions:

Payment Method
Terms: Purchase Order (Net 22 Days)

#	Description	Part #	Tax	Qty	Unit Price	Total
	CMAS: 3-20-70-0019U valid through 6/26/2027					
1	Cisco Digital Network Architecture Advantage (Low Port) Term License renewal (1 year) - renewals only Note: For: MS3-Core (C9500-16X-A) Serial Number FJC272423TC US1-Core (C9500-16X-A) Serial Number FJC272514UH	C9500-DNA-L-A-1R	No	2	$2,586.50	$5,173.00
2	Cisco SMARTnet Extended service agreement - replacement (for complicated network devices) - 8x5 - response time: NBD - for P/N: C9500-16X-A, C9500-16X-A=, C9500-16X-A-RF Note: For: MS3-Core (C9500-16X-A) Serial Number FJC272423TC US1-Core (C9500-16X-A) Serial Number FJC272514UH	CON-SNT-C95K16XA	No	2	$922.01	$1,844.02
3	Cisco SMARTnet Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: FPR2140-NGFW-K9, FPR2140-NGFW-K9-RF, FPR2140-NGFW-K9-WS Note: Device info: FPR2140-NGFW-K9: SN #JMX2231Y0C3 FPR2140-NGFW-K9: SN #JMX2231Y0C4	CON-SNT-FPR2140N	No	2	$4,198.64	$8,397.28
4	Cisco SMARTnet Software Support Service Technical support - for SF-FMC-KVM-2-K9 - phone consulting - 1 year - 24x7	CON-ECMUS-SFFMCKV2	No	1	$79.36	$79.36
5	Cisco AnyConnect Plus Subscription license (1 year) + 1 Year Software Application Support plus Upgrades (SASU) - 1 user - volume - 25-99 licenses - ESD	L-AC-PLS-1Y-S1	No	25	$3.23	$80.75
6	Cisco Threat Defense Threat, Malware and URL Subscription license (1 year) - 1 appliance - ESD - for P/N: L-FPR2140T-TMC=	L-FPR2140T-TMC-1Y	No	2	$22,630.18	$45,260.36

Quote Approved & Terms Accepted by:

Name:_____

Subtotal:	**$60,834.77**
Tax (9.7500%):	$0.00
Shipping:	$0.00

Multiple Award Schedule Contract Transaction, IFF & Administration Fees*:	$0.00
Total:	**$60,834.77**

Title:_____

Signature:_____

Date:_____

P.O. Number:_____

Fax to: (888) 506-0606

Sales Associates
Preparer: ITMC, SLED Account Manager
E-mail: SLED@ITMC.NET
Phone: 408-495-5900
Account Manager: ITMC, Account Manager
E-mail: AM@ITMC.NET

IT Management Corporation D/B/A ITMC – Terms & Conditions of Sale

1. Order Acceptance and Confirmation: All Purchase Orders or Signed Quotes must be sent to contracts@itmc.net

- **Purchase Orders (PO):** All orders require a formal Purchase Order referencing the provided quote number. In the absence of a PO, an authorized representative must sign the quote to proceed.
- **Order Confirmation:** Orders are considered confirmed only upon receipt of an authorized PO or signed quote and are subject to final price validation at the time of manufacturer shipment for its distribution.
- **Change Management:** Any changes to the scope, specifications, or other aspects of the order must follow ITMC's Change Management Procedures, which may involve adjustments to pricing, scheduling, and other terms.

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2. Payment Terms

- **W-9 Availability:** A current copy of ITMC's W-9 form can be downloaded at https://w9.itmcx.com

- **Invoicing:** One hundred percent (100%) of charges for hardware, software, support, maintenance, and training are invoiced upon shipment of the order.
- **Payment Due Date:** Payment is due within twenty-two days from the invoice date (Net 22 terms) unless it has been arranged otherwise.
- **Late Payments:** An interest charge of 1.5% per month will be applied to all past-due accounts, in addition to all costs of collection and reasonable attorneys' fees.
- **Credit Card Payments:** ITMC accepts all major credit cards. A convenience fee of 3.5% will be assessed on credit card transactions.
- **Multiple Invoices:** For projects encompassing multiple sales or phases, customers agree to accept multiple invoices reflecting equipment and services delivered.
- **Site Readiness Delays:** In the event of customer-induced delays in site readiness, the customer agrees to accept and pay invoices for equipment and services already received.

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3. Taxes and Tax Exemption

- **Sales Tax:** All items sold and shipped to destinations are subject to applicable sales tax, calculated based on the total selling price, including shipping and handling charges where applicable at the time of the invoice.
- **Tax Exemption:** Customers claiming tax-exempt status must present a valid Tax Exemption Certificate at the time of order. Failure to provide such documentation will result in the application of all relevant taxes, which the customer agrees to pay.

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4. Shipping and Delivery

- **Shipping Method:** Hardware and software will be shipped via ground service unless otherwise specified by the customer. Certain products—such as software, licenses, or warranties—may be delivered electronically.
- **FOB Origin:** Shipments are made FOB Origin; therefore, title and risk of loss pass to the customer upon shipment.
- **Special Shipping Requirements:** Any special shipping requirements, such as inside delivery or lift-gate service, must be clearly stated on the Purchase Order and may incur additional fees.
- **Shipping Charges:** Shipping charges provided in quotes are estimates. Actual shipping charges will be invoiced, and the customer agrees to pay these charges.
- **Inspection Upon Delivery:** Customers are required to inspect all shipments upon delivery. Any damages or discrepancies must be reported to ITMC within 48 hours of receipt.

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5. Pricing Volatility and Tariff Disclaimer

Due to current economic conditions, including fluctuations in tariffs, supply chain disruptions, and manufacturer pricing adjustments, ITMC cannot guarantee product pricing for more than 30 days from the date of the quote. While service and labor pricing for U.S.-based personnel may remain stable, hardware and third-party product prices are subject to change until shipment from the manufacturer or distributor. As a result, the quote expiration only reflects items that are within ITMC controls and does not include hardware and products manufactured by others since they can change their price at any time.

Recommendation: Customers are advised to include a 10–15% contingency in their purchase orders and budgets to accommodate potential price increases due to pricing volatility and tariffs. This will allow them to cover all or a portion of the cost increase.

ITMC shall not be held liable for product cost changes resulting from unforeseen circumstances, including but not limited to tariffs and other elements beyond our control.

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6. Returns and Restocking Fees

- **Return Policy:** Returns are subject to ITMC's discretion and the manufacturer's return policies.
- **Return Conditions:** To be eligible for return, merchandise must be in unopened, original packaging.

- **Restocking Fee:** Approved returns may be subject to a restocking fee of 15% of the purchase price.
- **Return Authorization:** All returns require a valid Return Merchandise Authorization (RMA) number issued by ITMC.
- **Timeframe:** Return requests must be made within fifteen (15) days of receipt of the merchandise.

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7. Warranty

- **Manufacturer's Warranty:** All products are covered under the original manufacturer's warranty. ITMC does not provide additional warranties unless explicitly stated.
- **Disclaimer:** ITMC disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- **Limitation of Liability:** ITMC shall not be liable for any indirect, incidental, or consequential damages arising from the use of any products or services provided.

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8. Confidentiality

- **Obligation:** The customer agrees to treat all confidential information provided by ITMC as proprietary and confidential, both during and after the term of engagement.
- **Definition:** Confidential information includes, but is not limited to, documentation, financials, marketing materials, sales data, work estimates, and quotations.
- **Use Limitation:** The customer agrees to use confidential information solely for the purpose of fulfilling obligations under this agreement and will not disclose such information to any third party without prior written consent from ITMC.

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9. No-Hire Provision

- **Non-Solicitation:** During the term of any project engagement with ITMC, and for a period of twelve (12) months following the completion or termination of said engagement, the customer agrees not to directly or indirectly solicit, recruit, hire, or retain (in any capacity—employee, contractor, or consultant) any personnel of ITMC who are currently or were previously assigned to the project.
- **Purpose:** This provision is intended to protect the investment ITMC makes in recruiting, training, and retaining its personnel, and to prevent disruption to its business operations.
- **Breach Consequences:** Any violation of this provision may subject the customer to a liquidated damages fee equivalent to 50% of the annualized compensation of the employee or contractor solicited or hired, as a reasonable estimate of the resulting harm.

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10. Force Majeure

ITMC shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, supply chain disruptions, government actions, or other unforeseen events. In such cases, ITMC shall be entitled to a reasonable extension of time to fulfill its obligations.

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11. Governing Law

These Terms and Conditions, and any disputes arising out of or related to the products or services provided by ITMC, shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

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12. Entire Agreement

These Terms & Conditions, along with any mutually executed Purchase Orders, Statements of Work (SOW), or Quotes, represent the entire agreement between the parties and supersede all prior discussions, communications, or agreements, whether written or oral.

For the most current version of our Terms & Conditions, please visit:
https://itmcx.com/products-terms-conditions/

Coversheet

PowerSchool SIS and Unified Classroom Behavior Products

Section: VII. Consent Action Items
Item: D. PowerSchool SIS and Unified Classroom Behavior Products
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Q-169922 - SIS updated ct.pdf
Q-184087-20260313-1150.pdf

BACKGROUND:

Please see the renewal quotes for the PowerSchool SIS and Unified Classroom Behavior products. PowerSchool SIS is an online student information system used at MWA for grading, attendance, as well as housing student and staff demographic data. PowerSchool Unified Classroom Behavior is an evidence-based solution designed to help K-12 schools effectively manage behavior interventions and supports.

RECOMMENDATION:

Please approve the attached quotes with a fiscal impact of $29,767.50 in the 2026-2027 school year, pending finalization of the Terms of Use Addendum currently being completed with the vendor.

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-169922-2

Prepared By:	Ashley Perez	Customer Contact:	Damon Edwards
Customer Name:	Making Waves Academy	Title:	CTO
		Address:	4123 LAKESIDE DR
Contract Term:	12 Months	City:	RICHMOND
Billing Frequency:	Annually		
Start Date:	July 27, 2026	State/Province:	California
End Date:	July 26, 2027	Zip Code:	94806
Payment Terms:	Net 30	Phone #	5103335830
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 27, 2026 to July 26, 2027

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 27, 2026 to July 26, 2027	USD 22,939.32	USD 22,939.32
Total Contract : July 27, 2026 to July 26, 2027	USD 22,939.32	USD 22,939.32

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Lesson Planner for PS SIS	1.00	Each	USD 0.00
PowerSchool SIS Hosting Test Bed Annual	1,050.00	Students	USD 4,531.46
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 666.80
PowerSchool SIS Hosted Subscription	1,050.00	Students	USD 17,072.60
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 668.46
	Subscription Period 1 License and Subscription Fees TOTAL:		USD 22,939.32
		Total License and Subscription Fees :	**USD 22,939.32**

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Making Waves Academy
Signature: 	Signature:
Printed Name: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:
Date: 11-MAY-2026	Date:

PO Number: _____

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-184087-1

Prepared By:	Adith Pradeep	Customer Contact:	Carmen Velarde
Customer Name:	Making Waves Academy	Title:	Compliance, Data, and Assessments Manager
		Address:	4123 LAKESIDE DR
Contract Term:	12 Months	City:	RICHMOND
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	California
End Date:	June 30, 2027	Zip Code:	94806
Payment Terms:	Net 30	Phone #	510-262-1511
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2027

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 6,828.18	USD 6,828.18
Total Contract : July 1, 2026 to June 30, 2027	USD 6,828.18	USD 6,828.18

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Behavior Support Subscription	1,200.00	Students	USD 6,828.18
Subscription Period 1 License and Subscription Fees TOTAL:			USD 6,828.18
Total License and Subscription Fees :			**USD 6,828.18**

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Making Waves Academy
Signature: 	Signature:
Printed Name: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:
Date: 17-FEB-2026	Date:

PO Number: _____

Coversheet

The Lunch Master Contract

Section: VII. Consent Action Items
Item: E. The Lunch Master Contract
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
Vended Meal Contract - 26-27 - Making Waves and LunchMaster Final.pdf
LunchMaster_Proposal_Summary 26_27_Final.pdf

BACKGROUND:

This summary and agreement page with our food vendor, The Lunch Master, provides the total estimated cost for food service for both the Middle School and Upper School for the 2026-2027 school year. We are renewing our agreement with The Lunch Master to continue providing high-quality food service to the MWA community.

RECOMMENDATION:

The recommendation is that the Board approves this expenditure.

Form ID PRU-07b

CONTRACT EXTENSION

☑ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

Renewal (Extension Number)	Agreement Number (Base year)
1	**2025**

1. This Extension Agreement is entered into between the School Food Authority and Contractor named below:

SCHOOL FOOD AUTHORITY'S NAME
Making Waves Academy

FOOD SERVICE MANAGEMENT COMPANY'S NAME AND FEDERAL TAX IDENTIFICATION NUMBER
Nob Hill Catering, LLC DBA The LunchMaster | 45-0477310

2. Base year contract term: Effective date: **7/1/2025** Expiration date: **6/30/2026**

   Extension year: Effective date: **7/1/2026** Expiration date: **6/30/2027**

3. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

LINE ITEM	Base Year SY 25-26	Extension 1 SY 26-27
	CPI: Bay Area – January	2.9%
Breakfast	$2.35	$2.42
Lunch: K-8	$3.50	$3.60
Lunch: 9-12	$3.75	$3.86
ASP Snack	$1.10	$1.13
Reimbursable SSO Breakfast (if different than above)	$2.60	$2.68
Reimbursable SSO Lunches (if different than above)	$4.10	$4.22
Additional Pricing: Salad Bars Components - Price Per Serving (K-8)	$4.00	$4.12
Additional Pricing: Salad Bars Components - Price Per Serving (K-12)	$4.25	$4.37
Additional Pricing: Fruit Bar Components - Price Per Serving (K-8)	No Extra Charge	No Extra Charge
Gluten-Free meal not accompanied by a medical statement (K-8)	$3.50	$3.60
Gluten-Free meal not accompanied by a medical statement (K-12)	$3.75	$3.86
Special Event Onsite Cooking/Depending on the Event Range is:	$4.00 - $5.00	$4.12 - $5.15

VENDED MEAL COMPANY	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Nob Hill Catering, LLC DBA The LunchMaster	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 3162 Baumberg Avenue, Hayward, CA 94070	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Making Waves Academy	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING Alton Nelson | CEO	
ADDRESS 4123 Lakeside Drive, Richmond, CA 94806	

The LunchMaster – Proposal Summary and Agreement Page

Making Waves Academy | Contract Period: 7/1/2026 – 6/30/2027

MEAL	UNIT (1)	RATE (2)	TOTAL (3)
Reimbursable Lunch – School Food Service (SFS) K-8	43,560	$3.60	$156,816.00
Reimbursable Lunch – School Food Service (SFS) 9-12	36,360	$3.86	$140,349.60
Reimbursable Breakfasts	26,649	$2.42	$64,490.58
Reimbursable After-School Snack	39,060	$1.13	$44,137.80
Reimbursable SSO Breakfast (if different than above)		$2.68	
Reimbursable SSO Lunches (if different than above)		$4.22	
Additional Pricing: Salad Bar Components – K-8		$4.12	
Additional Pricing: Salad Bar Components – 9-12		$4.37	
Additional Pricing: Fruit Bar Components – K-8		No Extra Charge	
Gluten-Free Meal (no medical statement) K-8		$3.60	
Gluten-Free Meal (no medical statement) 9-12		$3.86	
Special Event Onsite Cooking		$4.12–$5.15	
Smart Slice Third-Party Pizza	N/A	N/A	N/A
Premium Cut Fruit			

TOTAL ESTIMATED AMOUNT OF PROPOSAL	$405,793.98

Notes:

(1) Unit quantities to be completed by SFA/Sponsor

(2) All rates to be completed by Vendor

(3) Totals carried to second decimal place and must not be rounded

* No items sold to SFA/Sponsor may be charged at rates other than those listed above

Vendor: Nob Hill Catering, DBA The Lunch Master

Address: 3162 Baumberg Avenue, Hayward, CA 94545

Color legend: Blue = hardcoded inputs | Black = Excel formula

Coversheet

Renewal of Pacheco's Cleaning Service

Section: VII. Consent Action Items
Item: F. Renewal of Pacheco's Cleaning Service
Purpose: Vote
Submitted by: Damon Edwards
Related Material: DRAFT MWA-Pachecho 26-27.pdf

BACKGROUND:

MWA conducted a Request for Proposals (RFP) for custodial services in 2024. Best practices for RFPs recommend that RFPs are conducted every 3-5 years.

RECOMMENDATION:

We recommend that the board approves the custodial services contract with Pacheco Cleaning.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on July 1, 2026 by and between Pacheco's Cleaning Service ("Contractor") and **Making Waves Academy** (hereinafter "**MWA**") (collectively, the "Parties").

1. Contractor's Services
    a. Contractor agrees to perform the services ("Services") as described in **Exhibit A** attached to this Agreement, as it may be amended in writing from time to time by the Parties, provided that any amendment is signed by Contractor and a duly authorized representative of MWA.
    b. In the event that the MWA school facility is closed due to a public health order, Contractor agrees that the Services will be modified to require only two (2) days per week of services as set forth on **Exhibit B.**
    c. Contractor may, at Contractor's own expense, use employees or other subcontractors to perform the Services under this agreement.
    d. Consistent with this requirement, Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.
2. Compensation

    Contractor shall be paid the amount set forth in **Exhibit A** and invoice MWA on a monthly basis for all hours worked under this Agreement during the preceding month. In the event that Contractor's services are modified as provided in Paragraph 1.b, the compensation due Contractor shall be equitably adjusted. MWA shall pay all invoices within thirty (30) days after their receipt.

3. Expenses

    MWA agrees to reimburse the Contractor for all expenses reasonably incurred in the performance of the Services upon production of supporting receipts and documentation within thirty (30) days of each invoice.

4. Term of Agreement
    a. This Agreement governs cleaning services for the 2026-27 school year. This Agreement will become effective on July 1, 2026.
    b. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party in accordance with the notice provisions set forth below.
    c. This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the MWA charter.
    d. Upon termination of this Agreement, Contractor shall be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, MWA shall owe Contractor no further amounts or obligations.
5. Default

    If either party defaults in the performance of this Agreement or materially breaches any of its

provisions, the non breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the written notification by the breaching party, or five days after mailing the notice to the address set forth in the notice provisions below, whichever occurs first. For purposes of this section, material breach of this Agreement shall include, but not be limited to, the following: MWA's failure to pay for Contractor's Services as agreed within thirty (30) days after receipt of Contractor's written demand for payment in accordance with the notice provisions set forth below.

6. Relationship of the Parties
    a. Contractor enters into this agreement as, and shall continue to be, an independent contractor. In no circumstances shall Contractor look to MWA as Contractor's employer, partner, agent, or principal. Contractor has the right to perform services for others during the term of this Agreement. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph shall be included in the term "Contractor") shall be entitled to any benefits accorded to MWA's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor's exclusion from benefit programs maintained by MWA is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee with respect to MWA. To the extent that the Contractor may become eligible for any benefit programs maintained by MWA (regardless of the timing of or reason for eligibility), Contractor hereby waives Contractor's right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability insurance and workers' compensation as required by the State of California, as well as licenses and permits usual or necessary for performing the Services. Contractor agrees to provide MWA with a W-9 upon request.
    b. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including income taxes, FICA (Social Security and Medicare taxes) and payroll taxes, and shall provide MWA with proof of payment on demand. Contractor indemnifies MWA for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by MWA arising from Contractor's breach of the provisions of this Paragraph.
    c. Contractor and MWA shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

7. Place of Work

    Contractor understands that the Services must comply with state and federal law, must satisfy applicable health and safety standards, and must conform to rules and standards maintained by MWA for each facility.

8. Insurance
    a. Without in anyway limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

i. Coverage and Limits
ii. Limits - The Contractor shall maintain limits no less than the following:
    1. Commercial General Liability – which shall be written on an occurrence based for, with limits not less than One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage and not less than $2,000,000 Products-Completed Operations, and $2,000,000 annual aggregate.
    2. Automobile Liability - $300,000 combined single limit for bodily injury and property damage each accident.
    3. Workers' Compensation as required by law. Employer's liability insurance in the amount of at least $1,000,000 per accident for bodily injury and disease. The Workers' Compensation shall be endorsed with a waiver of subrogation in favor of MWA.
    4. Sexual Abuse & Molestation (AKA Childhood Sexual Assault) Liability – One million dollars ($1,000,000)per occurrence or claim, $2,000,000 in the aggregate.

b. Commercial General Liability, Sexual Abuse & Molestation, and Business Automobile Liability policies must provide the following:
    i. Name as Additional Insured MWA and its Board, officers, authorizer(s), authorized volunteers, agents, and employees.
    ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of Contractor, its employees, agents' activities and/or performance under this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought, except with respect to the policies' limits.
c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by MWA.
d. All policies required to be maintained by Contractor shall not be canceled, voided, or non-renewed without thirty (30) days advance written notice to the MWA.
e. Before commencing any operations under this Agreement, Contractor must provide MWA with the certificates of insurance (Accord Form 25 equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10(ongoing operations) and CG 20 37(completed operations) or their equivalent) and shall furnish complete copies of policies promptly upon MWA's request.
f. Contractor also understands and agrees that MWA may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
g. Approval of the insurance by MWA shall not relieve or decrease the liability of Contractor hereunder.
h. Contractor's insurance shall cover subcontractors performing services for, or on behalf of, Contractor or Contractor shall require such subcontractors to comply with the insurance requirements set forth in this agreement.
i. If any coverage (other than Commercial General Liability which must be written on an occurrence form) is maintained on a claims-made basis, the following shall apply:
    i. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
    ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

9. Contractor Obligations
    a. By his/her signature on this Agreement, Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.

b. Before starting Services, Contractor agrees to complete the Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (**Exhibit C**).
c. Contractor acknowledges and agrees that the Services must meet heightened standards for sanitation and disinfecting of surfaces due to the coronavirus disease (COVID-19) pandemic. In the event that the Services on **Exhibit A** must be modified to meet those standards, the parties agree to meet and confer in good faith to make such modifications as needed to ensure that MWA satisfies all applicable public health and safety orders and requirements.

10. Contractor's Representations and Indemnities
    a. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, in compliance with all applicable laws, regulations, standards and orders, without the advice, control, or supervision of MWA. Failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, including but not limited to training regarding the proper use of cleaning and disinfecting products, and shall receive no training, assistance, direction, or control from MWA. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are to be performed. Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement; MWA shall not hire, supervise or pay any assistants to help Contractor.
    b. Contractor shall and does hereby indemnify, defend, and hold harmless MWA, and MWA's officers, directors, authorizer, employees students and insurers from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that MWA may incur or suffer that result from, or are related to, the Services of Contractor under this Agreement except when the same shall arise due to the willful misconduct or gross negligence of MWA and MWA is adjudged to be liable for willful misconduct or gross negligence by a court of competent jurisdiction.

11. Limited Liability

    Neither party to this agreement shall be liable for the others lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.

12. Proprietary Information
    a. "Proprietary Information" means all information pertaining in any manner to the business of MWA, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Contractor's general knowledge prior to Contractor's relationship with MWA; or (iii) the information is disclosed to Contractor without restriction by a third party who rightfully possesses the information and did not learn of it from the MWA. This definition includes, but is not limited to, information on MWA's employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials furnished by MWA for use by Contractor are Proprietary Information and property of MWA.
    b. Contractorshall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to MWA, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Contractor's services to MWA, or at the request of MWA before termination, Contractor shall deliver to MWA all material in Contractor's possession, custody or control relating to MWA's business including Proprietary Information. The obligations on Proprietary Information extend to information belonging to customers and suppliers of MWA about whom Contractor may have gained knowledge as a result of performing the Services.

c. Nothing in this Paragraph 12 is intended to limit any remedy of the MWA under the California Uniform Trade Secrets Act (California Civil Code Section 3426), or otherwise available under the law.

13. Dispute Resolution

The parties shall negotiate in good faith in an attempt to resolve all disputes between Contractor, including any employees of Contractor, and MWA relating in any way to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("Arbitrable Claims"). Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If the mediation is unsuccessful, the dispute shall be resolved by binding arbitration before a neutral arbitrator. The arbitrator shall be selected and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Richmond, California, unless otherwise agreed by the Parties. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit, or administrative action, in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section on Arbitration, except if any court finds that the Federal Arbitration Act does not apply, the California Arbitration Act shall govern the interpretation and enforcement of this Section. If any court or arbitrator finds that any term makes this Arbitration Section unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration Section enforceable to the fullest extent permitted by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION TO ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

14. Miscellaneous Provisions

a. Entire Agreement. The terms of this Agreement are intended by the Parties to be the final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.
b. Amendments: Waivers. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by Contractor and a duly authorized representative of MWA.
c. Severability: Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator of a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.
d. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of

California, without giving effect to its law regarding the conflict of laws.

e. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit and not against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

15. Acknowledgement

The Parties acknowledge that (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, and (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on their own judgment and not on any promises of representations other than those contained in the Agreement.

16. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;

(b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Contractor:

Pacheco's Janitorial Service LLC
2025 Dover Ave.
San Pablo, CA 94806
Pachecosjanitorialservice@yahoo.com
(510) 439-7023

If to MWA:

Making Waves Academy Attn: CFO
4123 Lakeside Drive
Richmond, CA 94806
wwei@mwacademy.org
(510) 779-1405

MAKING WAVES ACADEMY

By _____
Alton B. Nelson, Chief Executive Officer
510.262.1511
510.262.1518 fax

CONTRACTOR

By _____
Pacheco's Janitorial Service LLC
2025 Dover Ave.
San Pablo, CA 94806

Exhibit A: Scope of Work

1. Project for which the Services are being performed:
    a. Custodial Services – to be performed according to an established schedule
    b. Custodial Services – to be performed as requested
        i. Hourly rate for:
            1. Non-contracted cleaning projects
            2. Special events

2. **Services to be performed by frequency**

    a. Services to be performed by Vendor **five (5) times per week**
        i. **Office Areas**
            1. Empty waste/recycle bins in office areas
            2. Vacuum all office areas including the hallways
            3. Reception Area - Clean entrance doors
            4. Dust, wipe and disinfect all touched surfaces, furniture and tables
        ii. **Servery Area and Student Commons**
            1. Empty waste/recycle bins
            2. Mop and sanitize all servery, including kitchen areas
            3. Windows
            4. Sanitize door handles and railings
        iii. **Staff Lounge**
            1. Empty waste/recycle bins in area
            2. Wipe and disinfect all touched surfaces, furniture, appliances and tables
            3. Not responsible for dirty dishes in the sink due to breakage
        iv. **Blackbox, Theater and Gyms**
            1. Mop and sanitize all areas
            2. Dust mop gym floor
            3. Wet mop gym floor
            4. Clean bleachers
        v. **Classrooms (Including Open Learning Spaces and Makerspace)**
            1. Dust and disinfect the touched surfaces, furniture and desks
            2. Empty waste/recycle bins
            3. Mop and sanitize all classroom areas
        vi. **Restrooms**
            1. Mop and sanitize all restrooms
            2. Responsible for stocking the paper towels, toilet paper and hand soap
            3. Responsible for replenishing the paper towel dispenser
        vii. **Libraries**
            1. Dust and disinfect the touched surfaces, furniture, bookshelves, and tables
            2. Empty waste/recycle bins
            3. Vacuum all areas

    b. Services to be performed by Vendor **once per month**

i. Empty and clean refrigerators in all staff lounges
ii. Clean building windows
iii. Deep clean trash cans in MS and US Commons

c. Services to be performed by Vendor **twice a year**
   i. Summer: Deep clean floors, deep clean the restrooms, clean carpets, deep clean servery floors, clean refrigerators, clean vents from entire buildings, clean windows from inside, glass doors and adjacent windows (inside and outside), drains (scrubbed), locker tops, emergency stairs (swept), gum removal from floors, dust all light fixtures and cabinets.
   ii. Winter: Deep clean the restrooms, vents from entire buildings, clean windows from inside, spot clean carpets (mainly open areas and office areas), drains (scrubbed), locker tops, emergency stairs (swept), gum removal from floors, perform required cleaning touch ups, clean servery floors.

3. **Janitorial Supplies**

CONTRACTOR will keep inventories of all janitorial supplies and will inform MWA for replenishments. MWA is responsible for purchasing the required and necessary janitorial supplies.

4. **Equipment Supplies and Maintenance**

MWA will be responsible for providing and maintaining the necessary and required cleaning equipment.

5. **Delivery Schedule for Performing Services ("Delivery Schedule")**
   a. Contractor agrees to provide cleaning services five (5) days per week unless otherwise specified
   b. Cleaning Services to be provided between the hours of 5:30 p.m. to 10:30 p.m.

6. **Cleaning Fees**
   a. Rate per month: $54,500
   b. Rate per hour for MWA approved, non-contracted work and power washing: $30.00
   c. Additional duties as requested, not included in **Exhibit A**, will be performed only after both the Contractor and MWA agree with the timing of the duties.

EXHIBIT A Continued

MAKING WAVES ACADEMY SERVICES/ACTIVITIES TO BE PERFORMED AND FREQUENCY

OFFICE

SERVERY

STUDENT COMMONS

CLASSROOM (MAKER SPACE AND OPEN LEARNING SPACE)

RESTROOM

LAB

HALLWAYS

ELEVATOR

CONFERENCE

GYMS **(Upper School Gym to be included after opening)**

LIBRARY

STAFF LOUNGE

BLACKBOX AND THEATER

DEEP CLEANING- SUMMER & WINTER

Exhibit A Continued

OFFICE		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Bookcase	Dust		X		
Carpet	Vacuum		X		
Chair	Dust		X		
Desk surface	Damp Clean		X		
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Cabinets	Dust		X		
Recycle Bin	Empty		X		
Tables	Damp Clean		X		
Waste Bin	Empty	X			

INITIALS:

MWA_____ Contractor

_____

Exhibit A Continued

SERVERY

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, Soap	Refill				X
Floor	Damp Mop	X			
Recycle Bin	Empty	X			
Sink	Disinfect	X			
Waste Bin	Empty	X			

NOTE: Dispensers are refilled as needed

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

CLASSROOM (MAKER SPACE & OPEN LEARNING SPACE)

		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
White Board and Eraser	Clean		X		
Sink	Unclutter	X			
Trash on Floor	Pick Up	X			
Bookcase	Dust	X			
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Touched Surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			

Student Desk	Align	X	

INITIALS:

MWA_____

Contractor

Exhibit A
Continued

RESTROOM Item	Task	Frequency Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, San. Napkins	Empty	X			
Dispenser, Soap	Refill				X
Dispenser, Toilet Paper	Refill				X
Touched surfaces	Disinfect	X			
Door lock	Secure				X
Door, Both Sides	Damp Clean		X		
Drain, Floor	Clean	X			
Floor	Damp Mop	X			
Mirrors	Damp Clean	X			
Sinks	Clean/Disinfect	X			
Toilets	Clean/Disinfect	X			
Waste Bin - large	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

LAB		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Sink	Unclutter	X			
Student Desk	Align	X			
Trash on Floor	Pick Up	X			
Window	Secure	X			
Bookcase	Dust		X		
Countertop	Disinfect	X			
Desks	Damp Clean	X			
Desk,Student	Damp Clean	X			
Touched surfaces	Disinfect	X			
Door,Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Horizontal Surface	Dust	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

HALLWAY

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Floor	Damp Mop	X			
Floor	Dust Mop	X			

INITIALS:

MWA_____ Contractor

_____

Exhibit A Continued

Frequency

Elevator

Item	Task	Daily	Weekly	Monthly	As Needed
Floor	Dust Mop	X			
Floor	Damp mop	X			
Walls	Damp clean	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

CONFERENCE

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Carpet	Vacuum	X			
Chair	Dust	X			
Touched Surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
White Board & Eraser	Wash		X		

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

GYM Item	Task	Frequency Daily	Weekly	Monthly As Needed
Sink	Unclutter	X		
Trash on Floor	Pick Up	X		
Counter Top	Disinfect	X		
Touched surfaces	Disinfect	X		
Door, Both Sides	Damp Clean		X	
Floor	Dust Mop	X		
Floor	Wet Mop		X	
Waste Bin	Empty	X		
Bleachers	Dust Mop		X	X
Bleacher	Clean Seats		X	X

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

Library Item	Task	Frequency Daily	Weekly	Monthly	As Needed
Trash on Floor	Pick Up	X			
Bookcase	Dust		X		
Countertop	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Vacuum	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

STAFF LOUNGE

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Clean	X			
Chair	Dust	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Recycle Bin	Empty	X			
Tables	Damp Clean	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

Blackbox and Theater

		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Trash on Floor	Pick Up	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			
Bleachers/Seats	Dust Mop		X		X
Bleachers/Seats	Spot Clean Seats		X		X

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

DEEP CLEANING: Deep Cleaning activities take place during two academic breaks unless otherwise noted: December (Winter Break) and July (Summer Break)

Item	Task
Lights:	Dust
Cabinets:	Dust and damp clean inside and top of cabinets
Floors:	Wash
Windows:	Wash interior and exterior of buildings
Vents:	Dust/vacuum air ducts
Lockers:	Dust and damp clean locker tops
Blinds:	Dust/vacuum blinds
Walls:	Damp clean walls
Doors:	Damp Clean doors during breaks
Borders (floor trim):	Damp clean borders
Restrooms:	Wash restroom stalls and walls
Classroom recycle bin	Wash
Classroom Trash bin	Wash
Hallway trash bins	Wash
Exterior large garbage cans	Wash
Storage & Electrical Closets:	Dust, sweep, remove cobwebs
Carpets in library, offices, classrooms	Wash once a year or during winter break as needed
Soft furniture	Spot clean

INITIALS:

MWA_____

Contractor_____

Exhibit B

Modified Services

In the event that MWA is closed during the regular school year due to a public health order adopted in response to a surge in COVID-19, Contractor agrees to the following modified services:

-Come in twice per week

Monday and Wednesday

Clean US building 1, US building 4, MS building 1 and MS Gym

hours: 4pm-8pm

Disinfecting

Restrooms

Front office

Server

Floors

Take out trash

- Pick up outside trash

Pick up trash from walkways

Pick up trash from plants and bushes

Empty out all trash throughout the campus

- On call services

We are available Monday through Friday

Monthly rate of $12,300

Exhibit C

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between Making Waves Academy ("MWA") and Pacheco's Cleaning Service ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. The Independent Contractor hereby certifies to NAME that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with NAME students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

☐ B. The Independent Contractor hereby certifies to NAME that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☐ C. The Independent Contractor hereby certifies to NAME that it has required and verified that all of the Independent Contractor's employees whose assignment at NAME requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

List below, or attach, the name and other information for each vendor employee for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	*07/23/2014*	*07/23/2018*	*MSTC 07/01/2018*

WAIVER JUSTIFICATION:

☐ D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☐ The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by school personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide MWA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature	Printed Name	Title	Date

Coversheet

Insurance Package Renewal

Section: VII. Consent Action Items
Item: G. Insurance Package Renewal
Purpose: Vote
Submitted by:
Related Material: 26-27 Renewal Invoice Summary_updated.pdf

2026-2027 Renewal Invoice Summary
Making Waves Academy

	Line	Policy #	Carrier	Premium	Carrier Fee	Wholesaler Fee	Surplus Lines Tax	Surplus Lines Fee	Total Gross Premium	Commission %	Commission Amount	Total Net Premium
1	Package - GL/EBL/Auto/SML/Property		Nonprofits Insurance Alliance Group	$ 185,407.00	$ -	$ -	$ -	$ -	$ 185,407.00	13.76	$ 25,511.99	$ 159,895.01
2	Umbrella		Nonprofits Insurance Alliance Group	$ 41,591.00	$ -	$ -	$ -	$ -	$ 41,591.00	15.00	$ 6,238.65	$ 35,352.35
3	Excess SML - Option - $4M xs $2M		Optio	$ 150,000.00	$ 750.00	$ 1,000.00	$ 4,522.50	$ 271.35	$ 156,543.85	0.00	$ -	$ 156,543.85
4	Excess SML - Option - $4M xs $6M		Beazley Excess and Surplus Insurance	$ 120,000.00	$ -	$ 1,000.00	$ 3,600.00	$ 216.00	$ 124,816.00	0.00	$ -	$ 124,816.00
5	Excess Liability - $3M xs $3M		AXIS Surplus Insurance Company	$ 50,360.00	$ 245.00	$ -	$ 1,518.15	$ 91.09	$ 52,214.24	9.00	$ 4,532.40	$ 47,681.84
6	Educator's Legal/EPL - Primary		Indian Harbor Insurance Company	$ 54,873.00	$ 245.00	$ -	$ 1,653.54	$ 99.21	$ 56,870.75	0.00	$ -	$ 56,870.75
7	Excess ELL - 2nd Layer - $3M xs $2M		RSUI Indemnity	$ 49,690.00	$ -	$ -	$ -	$ -	$ 49,690.00	0.00	$ -	$ 49,690.00
8	Excess ELL - 3rd Layer - $3M xs $5M		Ascot Insurance Company	$ 29,691.00	$ -	$ -	$ -	$ -	$ 29,691.00	0.00	$ -	$ 29,691.00
9	Fiduciary Liability		Travelers Casualty and Surety Co of America	$ 1,500.00	$ -	$ -	$ -	$ -	$ 1,500.00	12.50	$ 187.50	$ 1,312.50
10	Crime	BD3-J061824-04	Hanover Insurance Company	$ 4,501.00	$ -	$ -	$ -	$ -	$ 4,501.00	15.00	$ 675.15	$ 3,825.85
11	Cyber Liability		Underwriters at Lloyd's London	$ 12,000.00	$ 295.00	$ -	$ 368.85	$ 22.13	$ 12,685.98	15.00	$ 1,800.00	$ 10,885.98
12	Deadly Weapon Liability		Beazley Excess and Surplus Insurance	$ 6,500.00	$ -	$ -	$ -	$ -	$ 6,500.00	20.00	$ 1,300.00	$ 5,200.00
13	Pollution Liability		Admiral Insurance Company	$ 6,489.00	$ 550.00	$ -	$ 202.17	$ 12.13	$ 7,253.30	10.00	$ 648.90	$ 6,604.40
14	Basic Student Accident		United States Fire Insurance Company	$ 1,750.00	$ -	$ -	$ -	$ -	$ 1,750.00	10.00	$ 175.00	$ 1,575.00
15	CAT Student Accident		Mutual of Omaha Insurance Company	$ 336.12	$ -	$ -	$ -	$ -	$ 336.12	12.00	$ 40.33	$ 295.79
16	Sport Liability		Accelerant Specialty Insurance Co	$ 18,000.00	$ 1,000.00	$ 1,472.85	$ 540.00	$ 32.40	$ 21,045.25	0.00	$ -	$ 21,045.25
								TOTAL	**$ 752,395.49**		**$ 41,109.92**	**$ 711,285.57**

**Direct Bill - Policies are billed by and paid directly to the carrier.*

TOTAL Return Commission	**$ 41,109.92**

Coversheet

RCM

Section: VII. Consent Action Items
Item: H. RCM
Purpose: Vote
Submitted by: Tyler Levine-Hall
Related Material: Making Waves Academy Rehab 7_1_25 - 6_30_26 FE (2).pdf

BACKGROUND:

MWA is required to provide an aide who is supervised by a BCBA

RECOMMENDATION:

Board approve this contract

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

_____ Nonpublic School

x Nonpublic Agency

Type of Contract:

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

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

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

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

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2025-2026 **CONTRACT NUMBER:** 004

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Seneca Family of Agencies

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and RCM Technologies (USA), Inc DBA RCM HEALTHCARE SERVICES (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

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

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an

exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that

such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a

conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no

longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

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

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20)

instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

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

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

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

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a

request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

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

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the

individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such

records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years

of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints.

CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and

CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service

providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service

subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
RCM Technologies (USA), Inc DBA RCM HEALTHCARE SERVICES **Nonpublic School/Agency**	Making Waves Academy **LEA Name**
By: DocuSigned by: 6/24/2025 8E5E22EC0ED5472... **Signature** **Date**	**By:** Alton Nelson, Jr. 2025-06-20 **Signature** **Date**
Michael Saks, President **Name and Title of Authorized Representative**	Alton Nelson, Chief Executive Office (CEO) **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Alton Nelson, Chief Executive Office (CEO)
Name and Title Jackie DuVal, Supervisor National K12 Services	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider RCM Technologies (USA), Inc DBA RCM HEALTHCARE SERVICES	**LEA** 4123 Lakeside Dr
Address 333 Seventh Avenue, 18th Floor	**Address** Richmond, CA 94806
City New York **State** NY **Zip** 10001	**City** **State** **Zip** (510) 262-1511
Phone 973-658-3102 **Fax**	**Phone** **Fax**
Email jackie.duval@rcmt.com	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Glynis Shulters, Interim Director of Special Education **Name and Title**
Address
City **State** **Zip**
Phone **Fax**
Email gshulters@mwacademy.org

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: RCM Technologies (USA), Inc DBA RCM HEALTHCARE SERVICES
The CONTRACTOR CDS NUMBER: NPA ID: 9902264

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	

Behavior Intervention Services (535)	See attached rate sheet
Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. Rate Sheet

2. Certificate of Liability Insurance

3. NPS Certification letter from the California Department of Education (CDE)

EXHIBIT B: 2025-2026 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ (_____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate:_____

   Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

RCM Technologies (USA), Inc DBA RCM HEALTHCARE SERVICES

(Name of Nonpublic School/Agency)

DocuSigned by:

8E5E22EC0ED5472...

(Signature) (Date)

Michael Saks, President

(Name and Title)

-LEA/SELPA-

(Name of LEA/SELPA)

(Signature) (Date)

(Name of Superintendent or Authorized Designee)

RCM Health Care Services
School Staffing & Recruitment

Jackie DuVal
Jackie.duval@rcmt.com

Rates for: Making Waves Academy

SPECIALTY	HOURLY RATES
Occupational Therapist (OT)	$97.00/hr direct & indirect
Speech Language Pathologist (SLP) – monolingual	$95.00/hr direct & indirect
Speech Language Pathologist Assistant (SLPa) – monolingual	$85.00/hr direct & indirect
Speech Language Pathologist (SLP) – bilingual	$105.00/hr direct & indirect
Speech Language Pathologist Assistant (SLPa) – bilingual	$95.00/hr direct & indirect
Audiologist	$105.00/hr direct & indirect
Physical Therapist (PT)	$95.00/hr direct & indirect
School Psychologist	$105.00/hr direct & indirect
Social Worker (LMFT, LCSW, LCSW)	$78.00/hr direct & indirect
Board Certified Behavior Analyst (BCBA)	$95.00/hr direct & indirect
Registered Behavior Technician (RBT)	$55.00/hr direct & indirect
Behavioral Aides/Behavioral Technician	$45.00/hr direct & indirect
Paraeducator	$45.00/hr direct & indirect
Instructional Aide	$45.00/hr direct & indirect
Education Specialist – mild/mod	$82.00/hr direct & indirect
Education Specialist – mod/sev	$93.00/hr direct & indirect
Teacher of Orthopedic Impairment (OI)	$95.00/hr direct & indirect
Teacher of Deaf and Hard Hearing (DHH)	$95.00/hr direct & indirect
Teacher of Students with Visual Impairments (VI)	$95.00/hr direct & indirect
Certified School Nurse	$85.00/hr direct & indirect
Registered Nurse (RN)	$65.00/hr direct & indirect
Licensed Vocational Nurse (LVN)	$55.00/hr direct & indirect

***Additional specialties can be recruited for upon request**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203 License#: 0D69293	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED RCM Health Care Services 333 Seventh Avenue, 18th Floor New York, NY 10001 RCMTECH-02	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** Ascot Specialty Insurance Company — 45055 **INSURER D :** Beazley Insurance Company, Inc. — 37540 **INSURER E :** Underwriters at Lloyd's, London — 32727 **INSURER F :** American Zurich Insurance Company — 40142

COVERAGES **CERTIFICATE NUMBER:** 16090641 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			035406661	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 1,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			(24)74970355	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ESXS2410000458-04 018303372	10/1/2024 10/1/2024	10/1/2025 10/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0185265 10	10/1/2024	10/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D A E	Tech/Cyber/Miscellaneous E&O Healthcare Prof Liab Architects/Engineers E&O			V3831E240101 6798007/6798277 B0621PRCMT001024/B0621PRCM T001124	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	Occ/Agg Occ/Agg Each Claim/Agg	$5M/$5M $5M/$10M $5M/$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, limitations and exclusions.
Healthcare Professional Liability is on a Claims-Made basis with a 4/23/2010 Retro Date, and a $100,000 deductible.
Healthcare Professional Liability | #6798007 | Description of Operations: Staffing of allied health professionals, home health care Evidence of Insurance only.
Healthcare Professional Liability | #6798007 | Endorsement No. 7 – Amendment from Sexual Misconduct Exclusion to Abuse Exclusion Providing Limited Coverage Endorsement | Each Perpetrator Limit of Insurance: $1,000,000 | Aggregate Abuse Limit of Insurance: $3,000,000 | Each Perpetrator SIR $100,000 | Retroactive Date: 04/23/2010

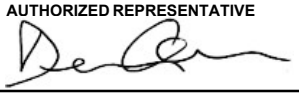
CERTIFICATE HOLDER

RCM Health Care Services
a Division of RCM Technologies (USA), Inc.
333 Seventh Avenue
18th Floor
New York NY 10001
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM: October 1, 2024

Forms a part of policy no: 6798007

Issued to: RCM TECHNOLOGIES, INC.
DBA RCM HEALTH CARE SERVICES

By: LEXINGTON INSURANCE COMPANY

AMENDMENT FROM SEXUAL MISCONDUCT EXCLUSION TO ABUSE EXCLUSION PROVIDING LIMITED COVERAGE ENDORSEMENT (CLAIMS-MADE FORM)

This endorsement modifies insurance provided under the following:

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Each Perpetrator Limit of Insurance:	$ 1,000,000
Aggregate Abuse Limit of Insurance:	$ 3,000,000
Each Perpetrator SIR:	$ 100,000
Retroactive Date:	04/23/2010

(1) The Each Perpetrator Limit of Insurance is included within and reduces the Each Medical Incident Limit of the Policy, and (2) the Aggregate Abuse Limit of Insurance is included within and reduces the Aggregate Limit shown in Item 6(a) of the Declarations for Healthcare Professional Liability.

Paragraph **L. Sexual Misconduct** of Section **III. EXCLUSIONS** is deleted in its entirety and replaced with the following:

L. Abuse

Any liability arising, directly or indirectly, out of **abuse** including, but not limited to, the following:

1. Actual or threatened **abuse** of any person, committed or allegedly committed by any person; or

2. Any actual or alleged act or failure to act to identify, suppress or prevent the actual or threatened **abuse** of any person, by any person;

This exclusion applies regardless of the theory of liability or cause of action alleged in the **claim** or **suit** against any **Insured** including, but not limited to, allegations of vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent monitoring, negligent reporting to the proper authorities or failure to so report, negligent retention, negligent hiring, negligent credentialing, negligent placement, and/or negligent training.

However, this exclusion does not apply to:

1. Any specific individual **Insured** who allegedly committed such **abuse** (hereinafter, the **perpetrator**), unless it is determined by judicial determination that the **perpetrator** committed the **abuse**. If it is determined by a judicial determination that the **perpetrator** committed the **abuse**, **we** will not pay any damages with respect to such **perpetrator**, nor will **we** defend or pay any **defense expenses** after such judicial determination.

2. **You** and any other **Insured**, unless **you** or that **Insured**:

a. knew or should have known about the **abuse** allegedly committed by the **perpetrator**, but failed to prevent or stop it; or

b. knew or should have known that the **perpetrator** had a prior history of **abuse** ;

but, **we** shall only provide coverage under Subparagraphs **1.** and **2.** above, if all of the following conditions are met:

1. The **occurrence** takes place in the **coverage territory**;

2. The **occurrence** must first occur on or after the Retroactive Date shown on the Schedule of the *Amendment from Sexual Misconduct Exclusion to Abuse Exclusion Providing Limited Coverage Endorsement* (hereinafter, this endorsement) and before the end of the **policy period**; and

3. The **claim** for damages because of an **occurrence** must be first made against the **Insured** during the **policy period**.

Notwithstanding the definition of **occurrence** in the GENERAL POLICY PROVISIONS AND CONDITIONS in Section I. DEFINITIONS, as used in this endorsement only, **occurrence** means an act(s) of **abuse** against a **victim(s)** committed by one **perpetrator**.

Regardless of the number of act(s) of **abuse**, number of **victims** or length of time over which such acts of **abuse** occur, all act(s) of **abuse** committed by one **perpetrator** shall be deemed to have occurred in their entirety when the first act of **abuse** is committed by the **perpetrator**.

Limits of Insurance:

1. The provisions below fix the most **we** will pay regardless of the number of:

a. **Insureds**;

b. **Claims** made or **suits** brought;

c. Persons or organizations making **claims** or bringing **suits**, or

d. **Victims** of **abuse**.

2. Subject to the Aggregate Limit shown in Item 6(a) of the Declarations for Healthcare Professional Liability, the Aggregate Abuse Limit of Insurance shown in the Schedule of this endorsement is the most **we** will pay for the sum of all damages (and/or **defense expenses**, if **defense expenses** are included within the Limits of Insurance of this Policy) for **abuse**.

3. Subject to the Aggregate Abuse Limit of Insurance shown in the Schedule of this endorsement and the Each Medical Incident Limit shown in Item 6(a) of the Declarations, whichever amount remaining is less, the Each Perpetrator Limit of Insurance shown in the Schedule of this endorsement is the most **we** will pay for all damages (and/or **defense expenses**, if **defense expenses** are included within the Limits of Insurance of this Policy) for all acts of **abuse** committed by one **perpetrator**.

Deductible or Self Insured Retention:

1. Deductible (if an Each Perpetrator Deductible is shown in the Schedule of this endorsement)

a. The Each Perpetrator Deductible applies to each **perpetrator** in the same manner as set forth in Subparagraph **3.** above. The Deductible applies to damages and/or **defense expenses** and is included within and reduces the applicable Limit of Insurance.

a. The Deductible shall be paid by the **First Named Insured** and the **First Named Insured** shall not purchase any insurance to cover this Deductible obligation. **We** may pay all or part of the Deductible and upon notification of such payment made, the **First Named Insured** shall promptly reimburse **us** for the Deductible amount.

1. Self Insured Retention (if an Each Perpetrator Self Insured Retention is shown in the Schedule of this endorsement)

a. The Each Perpetrator Self Insured Retention applies to each **perpetrator** in the same manner as set forth in Subparagraph **3.** above. The Limits of Insurance apply in excess of the Self Insured Retention.

b. All of the provisions of the Self Insured Retention Endorsement attached to and forming a part of this Policy apply to this endorsement, except Sections I., II. and VI.

The following definitions are added to Section I. DEFINITIONS of the GENERAL POLICY PROVISIONS AND CONDITIONS:

1. **Abuse** means: any physical abuse, mistreatment or misconduct; any mental or psychological abuse, mistreatment or misconduct:; physical assault; or **sexual misconduct**.

2. **Victim** means a **patient** who is the subject of an act(s) of **abuse**.

All other terms and conditions of the policy remain the same.

Authorized Representative

California Department of Education
Nonpublic Agency (NPA) Certification
Date: December 30, 2024

NPA: RCM Technologies (USA Inc. dba RCM Health Care Services
NPA Identification Code: 9902264
Site Administrator: Andrew Hay
Mailing Address: 879 W 190th Street, Suite 400
City: Gardena State: California Zip Code: 90248

NPA Authorized to Provide Services at NPA Site: ☐ Yes
Site Address:
City: State: California Zip Code:

Grades: Prekindergarten to 12+
Ages: 3 to 22 Student Gender: All

2025 Certification Status: Approved
Maximum Student Capacity: 76+
Effective Dates: January 01, 2025 through December 31, 2025

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq. Certification does not allow for special education teacher.

☐ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services

☐ APE	☑ BII	☑ LSDR	☐ PCT	☐ SDTI	☐ VECD
☐ AS	☐ CG	☐ MT	☐ PS*	☐ SW	☐ LI:
☐ ATS	☐ EE	☐ OM	☐ PT	☐ TS	☐ Other:
☑ BID	☑ HNS	☑ OT	☐ RS	☐ VS	*Other than Assessment and IEP Development

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
HSH7B-A9AHG-2D6TL-7HDBN

DOCUMENT COMPLETED BY ALL PARTIES ON
20 JUN 2025 16:42:18 UTC

SIGNER	TIMESTAMP	SIGNATURE
ALTON NELSON EMAIL ANELSON@MWACADEMY.ORG	SENT 20 JUN 2025 16:41:06 UTC VIEWED 20 JUN 2025 16:41:55 UTC SIGNED 20 JUN 2025 16:42:18 UTC	 IP ADDRESS 12.220.171.131 LOCATION ORANGE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
20 JUN 2025 16:41:55 UTC

Coversheet

Cross Country

Section: VII. Consent Action Items
Item: I. Cross Country
Purpose: Vote
Submitted by: Tyler Levine-Hall
Related Material: Making Waves Academy 26-27 (4).pdf

BACKGROUND:

Team is required to provide alternative physical education services

RECOMMENDATION:

Board approved

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Making Waves Academy

Contract Year 2026-2027

New Mediscan II, LLC, dba Cross Country Education

_____

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2026-2027

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between, Making Waves Academy hereinafter referred to as the local educational agency ("LEA"), and New Mediscan II, LLC dba Cross Country Education (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must

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be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30th. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful

and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with

the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:
   i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
   ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
   iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
   iv. a surrogate parent,
   v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, , dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated;.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County of Los Angeles.

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnitees).

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request

parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

23. INSTRUCTIONAL MINUTES

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

24. CALENDARS

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide direct services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide Direct services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for Direct services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment for Direct Services. It is specifically understood that Direct services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service

provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. LEA understands and agrees that Indirect services may be performed on days and times the LEA is not in session.

25. DATA REPORTING

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

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

The LEA agrees to the CONTRACTOR's provided forms for such data including, but not limited to, invoicing, attendance reports and progress reports. The CONTRACTOR may approve use of LEA's forms at their discretion.

26. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

27. MANDATED ATTENDANCE AT LEA MEETINGS

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

services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes Indirect service billable hour(s).

28. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

29. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is billable as an indirect service under this Master Contract.

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of

placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

30. DUE PROCESS PROCEEDINGS

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

31. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

32. PARENT ACCESS

CONTRACTOR providing services off-campus as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall

be provided to the LEA prior to the start of off-campus services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

33. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j).

PERSONNEL

34. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

In addition, notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of

CONTRACTOR. CONTRACTOR is required to retain the evidence on site, as specified, for all staff, including those licensed or credentialed by another state agency. Proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

35. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) a passing ParaPro score. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

36. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall provide the LEA, upon request, with a current staff roster delineating license and credential information, along with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing

services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

37. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR OFF-CAMPUS

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTORno later than the start of the school year or upon contract execution which is later.. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any off-campus services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

38. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

39. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related,

but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity.

40. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

41. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

42. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

43. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP, ISA and CONTRACTOR'S rate sheet. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month or calendar week when education or related services were provided. Invoices shall be submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services; name of staff who provided the service; total for each service and total for the invoice; indication of any made-up session consistent with this contract; and name or initials of each student for when the service was provided.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within thirty (30)days of LEA's receipt of properly submitted invoices CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than thirty (30)days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for direct services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

46. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special

education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

47. PAYMENT FOR ABSENCES

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of direct services when a student is absent.

48. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

When the emergency school closure is lifted, CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

49. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing

CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

50. RATE SCHEDULE

The attached rate schedule (Exhibit A) delineates all rules surrounding time and costs billed for services. If any policy on Exhibit A contradicts any Master Contract provision, the Exhibit A will prevail.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

51. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

52. VIRTUAL SERVICES.

Most services are available for virtual delivery. If virtual services are requested, LEA agrees to indemnify and hold harmless CONTRACTOR for any violations of FERPA while delivering virtual or other services requested by Client.

53. SCHOOL PROPERTY.

Any items provided by LEA to CONTRACTOR Personnel is the responsibility of the LEA. CONTRACTOR will not reimburse LEA for any items not returned by the CONTRACTOR Personnel to the LEA.LEA agrees to contact CONTRACTOR with equipment needs to determine if CONTARCTOR can supply.

54. STAFFING SERVICES.

CONTRACTOR will refer to LEA qualified and skilled personnel for positions described in Exhibit A meeting the requirements outlined by LEA and set forth in Exhibit C for Client's locations set forth in Exhibit D. CONTRACTOR will supply Personnel. CONTRACTOR will use commercially reasonable efforts to provide the Personnel when and as requested by LEA. CONTRACTOR will use commercially reasonable efforts to verify Personnel credentials; however, CONTRACTOR makes no warranty or guaranty concerning Personnel abilities or performance and LEA will exercise its independent judgment in accepting and retaining Personnel for assignment. All other testing and/or additional credentialing required by LEA, including any changes to Exhibit C, shall be performed by CONTRACTOR at LEA's sole cost and expense. Any such LEA requirements shall be billed to LEA.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
New Mediscan II, LLC dba Cross Country Education	Making Waves Academy
Nonpublic Agency	**LEA Name**
By:	**By:**
Signature **Date**	**Signature** **Date**
Name and Tile of Authorized Representative	**Name and Tile of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Contract Administration	
Name and Title	**Name and Title**
New Mediscan II, LLC dba Cross Country Education	
Nonpublic Agency	**LEA**
5201 Congress Ave, Suite 160	
Address	**Address**
Boca Raton, FL 33487	
City State Zip	**City State Zip**
800.873.9182	
Phone Fax	**Phone Fax**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City State Zip
Phone Fax

EXHIBIT A: 2026-2027 RATES

CROSS COUNTRY EDUCATION

EXHIBIT A
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION
RATES AND TERMS

A. PLACEMENT FEES

Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such employee's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

B. REPORTING PAY

For Special Education visits, a one-hour minimum visit will be assessed if we are not advised 24 hours in advance of a schedule change.

C. MINIMUM BILLING

All services have minimum billing requirements, which are listed in the rate tables below.

D. RATE CHANGES

The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

E. RATES

The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

EFFECTIVE DATE: 06/28/2026

FEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS

Special Education Provider Rates (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
Academic Assessor	$116.39	1 hour for IEPs, virtual services, and consultation
Adapted Physical Education Teacher (APE)	$101.97	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Assistive Technology (AT)	$118.45	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Augmentative and Alternative Communication (AAC)	$130.81	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Behavior Intervention Development (BID)	$119.48	1 hour for IEPs, virtual services and consultation; 2 hours for direct services
Case Manager	$119.48	4 hours weekly
Certified Occupational Therapist Assistant (COTA) Supervisor provided by CCE and Client is not charged for supervision separately.	$83.95	1 hour for virtual services; 3 hours for direct services
CF	$97.85	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Credentialed School Nurse w/ Audiometrist Certificate (SN)	$123.60	1 hour per day
Deaf and Hard of Hearing (DHH)	$129.78	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
DIS Counselor	$91.67	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Education Specialist	$104.03	8 hours daily
Educational Audiologist	$175.10	1 hour for IEP’s and consultation
Educationally Related Intensive Counseling Services or Educationally Related Mental Health Services (ERICS or ERMHS)	$116.39	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Expert Consult	$195.70	2 hours per day
Expert Program Oversight	$174.00	1 hour per day
Occupational Therapist (OT)	$122.06	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Program Administrator	$162.74	4 hours weekly

School Psychologist	$123.60	1 hour for IEPs, virtual services, consultation and on-site services
Speech and Language Pathologist (SLP)	$130.81	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by CCE and Client is not charged for supervision separately.	$83.95	1 hour for virtual services; 3 hours for direct services
Translation	$100.00	1 hour per request
Other Providers not listed in the agreement	Contact for quote	
Permanent Placement Fees for Special Education Providers and Assessors		
All modalities	$35,000 flat fee	

TRAINING FEES

Description of Fees	Fee
Training Services CCE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

EXHIBIT A – SUBSTITUTE SERVICES
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION
RATES AND TERMS

A. PLACEMENT FEES

Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each individual, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such individual's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

B. SUBSTITUTE TEACHER DAILY CALCULATIONS

The hours billed are inclusive of an additional 15 minutes at the start and 15 minutes at the end time of the Client's bell schedule. An additional 15 minutes may be added to the start of the workday, if a morning break is not included in the Client's bell schedule. As lunch is unpaid, the duration of the lunch shall be deducted from the above calculation.

C. LESSON PLANNING AND GRADING CALCULATIONS

Lesson planning rates shall be included for any and all assignments requiring lesson planning or grading. Client will be billed retroactively, if applicable. Pupil Free Days and Professional Development Days will be billed at the lesson planning rate if Personnel is required to report to work on those days. If transition days are requested, they will be billed as an assignment not requiring lesson planning. If a lesson planning substitute teacher is absent, the Client will be charged the lesson planning rate of that teacher when Personnel cover the assignment. When Personnel have a credential/certificate, the higher lesson planning rate applies when the class covered is that of the Personnel's certificate/credential. A Client administrator or administrative designee must approve all additional duties on the Personnel's timecard. Daily rate encompasses 8 hours a day. All additional time past the 8th hour is considered overtime and the overtime rate will apply. CCE Personnel are entitled to one prep period per lesson planning assignment. Should a prep period not be available to the Personnel during the 8-hour day, a surcharge of one hour will be assessed. If the full day plus the prep period adjustment exceeds 8 hours in a day or 40 hours in the week, the overtime rate will apply. Personnel must also be provided with legally required breaks and a duty-free 30-minute lunch. If neither of these are provided, additional fees will apply.

D. OVERTIME RATE APPLIATION: For long-term assignments, if the scheduled start time is 2:00 PM or later on three (3) or more days within a given workweek, the overtime rate will apply to all days in that week. This includes any day that begins prior to 2:00 PM. If coverage on any day is fulfilled by a different individual due to absence, the same overtime rate will apply to that day.

E. BREAKS AND REST PERIODS

Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.

F. CONFIRMED ASSIGNMENT CHANGES.

Client may not reduce the confirmed hours or materially change the type or location of the assignment confirmed unless notice is provided more than two (2) prior to the start of the assignment. If the Client extends the assignment end time, the rate will change accordingly. If the assignment hours are shortened, the full rate of the confirmed assignment will be charged. Client shall immediately notify Agency within 1 business day if Personnel does not show up for a confirmed assignment. Client will be charged all confirmed amounts unless Agency is notified of the Personnel "No Show".

G. REPORTING PAY/BILL FOR ASSIGNMENT CANCELLATION.

For Substitute Services, reporting pay may be billed at the regular bill rate in accordance with current state and federal laws. Client may be charged if a confirmed assignment is cancelled less than two (2) hours prior to the assignment start time. For bus rider assignments, the assignment begins at the student's residence.

H. TIME AND ATTENDANCE

A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by responding weekly to an email provided by Agency to Client with hours worked at their school site, indicating exact time in and time out, including records of all breaks and meal periods. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's approval shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereof.

I. RATE CHANGES

The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

J. MINIMUM BILLING

Some services have minimum billing requirements, which are listed in the rate tables.

K. RATES

The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

EFFECTIVE DATE: 6/28/2026
FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF

Rates and Fees for Substitute Teacher Assignments	Rates
Per Diem – no lesson planning or grading - Full Day – 0.00 – 8.00 hours	$405.00 per day
Long-Term – Lesson Planning and Grading - Teacher with a 30-day Substitute Permit - Full Day – 0.00 – 8.00 hours	$440.00 per day
Long-Term - Lesson Planning and Grading - Credentialed Teacher (not including Special Education Credential) - Full Day – 0.00 – 8.00 hours	$480.00 per day
Long-Term - Lesson Planning and Grading - Special Education Credentialed Teacher - Full Day – 0.00 – 8.00 hours	$600.00 per day
Overtime, Failure to Provide Lunch Break or Failure to provide Rest Break	1.5x the hourly rate for the affected assignment
Missed Prep Fee for lesson planning or grading assignments	1.5x the hourly rate for the affected assignment

No Notice Cancellation Fee	4 hours at the hourly rate for the affected assignment
Rates and Fees for School Support Staff	**Hourly Rate**
Campus Aide – no classroom support – high school diploma	$31.00 per hour
Paraprofessional – classroom support – high school diploma + Parapro certification	$35.50 per hour
Office Assistant – no classroom support – high school diploma	$35.50 per hour
Special Education Aide or Teacher Assistant – classroom support – 48 units	$35.50 per hour
Certified Nursing Assistant (CNA) – licensed	$41.75 per hour
Licensed Vocational Nurse (LVN) – licensed	$59.25 per hour
Behavior Intervention Aide (BII)	$41.75 per hour
Behavior Intervention - NCI Certified or QBS Trained – classroom support - licensed	$41.75 per hour
Overtime, Failure to Provide Lunch Break, Failure to provide Rest Break and After-School Assignment (2pm or later) Hourly rate	1.5x the hourly rate for the affected assignment
No Notice Cancellation Fee	½ scheduled shift but no less than 2 hours
Placement Fees for Teachers and School Support Staff	
Credentialed Teachers	$10,000 flat rate fee
1-90 assigned days at client site	$5,000 flat rate fee
>90 assigned days at client site	$3,500 flat rate fee

EXHIBIT B: ISA

INDIVIDUAL SERVICE AGREEMENT FOR RELATED SERVICES
NONPUBLIC, NONSECTARIANSCHOOL/AGENCY SERVICES
(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: _____
NAME OF NONPUBLIC SCHOOL/AGENCY: _____
PUPIL NAME: _____ SEX: ☐ M ☐ F
(Last) (First) (Middle)
PUPIL I.D./S.S. #: _____ BIRTHDATE: _____ GRADE: _____
RESIDENTIAL SETTING: ☐ HOME ☐ FOSTER ☐ LCI LCI PHONE # _____
PARENT/GUARDIAN: _____ PHONE: _____ _____
(Residence) (Business)
PUPIL'S ADDRESS: _____ CITY: _____ STATE: CA ZIP: _____
NON-EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS

1. The pupil's teacher/service provider will hold the following credential/license: _____ (Generic description, i.e., LH Credential).
2. The class size for the pupil will not exceed _____ and/or the therapist/pupil ratio will not exceed 1:1/group .
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: _____
6. Other provisions (attachments as necessary). _____

A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only)

Number of Days _____ x Per Diem $ _____ = Total Basic Education Costs (A) $ _____
(Include extended school year days as appropriate to the pupil's IEP)

B. RELATED SERVICES

	Service Provider			Total Minutes Hrly/ Per Week/or Session	Cost Per Session					Annual Max Total Cost For Contract Period
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP	# of Wks	
1. Transportation										
2. S&L - Group										
3. S&L - Individual										
4. OT - Group										
5. OT - Individual										
6. PT										
7. ABA - Consult										
8. ABA – Direct										
9. ABA - Supervision										
10. AB - Assessment										
11. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ _____
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A + B) $ _____
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES $ _____

NPS/A Service Agreement, Rev. 7-14
Page 1 of 2

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____ (Last) _____ (First) _____ (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contractor, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on _____ and terminates at 5:00 p.m. on _____ unless sooner terminated as provided herein.

-CONTRACTOR-		-LOCAL EDUCATIONAL AGENCY-	
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)
(Type or Print Name)	(Date)	(Type or Print Name)	(Date)
(Name of NPS/NPA)		(Name of District, SELPA, County Office)	
(Mailing Address)		(Mailing Address)	
(City/State/Zip Code)		(City/State/Zip Code)	

EXHIBIT C: 2026-2027 Credentialing Requirements

Special Education Providers, Substitute Teachers and Support Staff
HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Agency's Personnel must meet the requirements set forth below in accordance with the below tables based on the location of services being provided. Client agrees to not require the employee to provide any additional items other than those listed below. Agency attests that for each of its respective employees they meet the minimum requirements and (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such employees subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any issues that would render such employee reasonably unacceptable to the Client or otherwise negatively impact the health or safety of any child.

2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth in this Exhibit B. In addition, any requests by Client other than as set forth on Exhibit B must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.

3. Items on this document cannot be waived or altered unless approved by the Senior Director of Business Administration or the Vice President of Education . Any item waived cannot be an item that places the employee in a non-compliant status per applicable laws and directives.

FOR SERVICES PROVIDED IN CALIFORNIA		
TYPE	**FREQUENCY**	**DETAILS**
TB Test	At hire, re-activation, and at expiration	Must be within past 60 days and expires 4 years after test results read
State of California License (Academic Assessor, Registered Nurse, Registered Behavior Technician, Licensed Vocational Nurse, Marriage and Family Therapist, Music Therapist, Art Therapist, Physical Therapist, Physical Therapist Assistant, Licensed Clinical Social Worker, Speech Language Pathologist, Speech Language Pathologist Assistant, Certified Occupational Therapist Assistant, Occupational Therapist, Orientation/Mobility Specialist, Psychologist, Audiologist, Behavior Intervention Development, and Certified Nursing Assistant only)	At hire, re-activation, and at expiration	Unencumbered license - all flags or suspensions must be explained and evaluated by a Director prior to hire
Board Certified Behavior Analyst (BCBA) License	At hire, re-activation, and at expiration	Unencumbered license - all disciplinary sanctions must be explained and evaluated by a Director prior to hire
Non-Violent Crisis Intervention Training (if required)	At hire, re-activation, and at expiration	Current and Valid

CTC Permit (30-day permitted substitute teachers only)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire
CTC Credential (Special Education Teacher, Case Manager, Certified or Credentialed Nurse, Educational Diagnostician, Education Specialist, Expert Consult, Program Admin, Teachers for the Deaf and Hard of Hearing, Teachers for the Visually Impaired, Resource Teacher, School Psychologist, Adapted Physical Education Teacher, and School Counselor)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire
Transcripts – 48 Units (SpEd Aide, Teacher Assistant)	At hire and re-activation	Units earned meet or exceed ESSA requirements
Transcripts – High School (Office, Campus Aide, BII)	At hire and re-activation	Units earned meet or exceed ESSA requirements
Transcripts – High School + Parapro Certification (Paraprofessional)	At hire and re-activation	Units earned meet or exceed ESSA requirements
First Aid/CPR License (RN, LVN or CNA Only)	At hire, re-activation, and at expiration	Current and Valid
Livescan Results (DOJ/FBI)	At hire, re-activation, and as subsequent arrests are received by DOJ/FBI	Any convictions must be explained and evaluated for Ed Code compliance. If acceptable per Ed Code, evaluated by a Director before hire.
Mandated Reporter, Bloodborne Pathogen	At hire, re-activation, and yearly thereafter	Attestation of completion is maintained in the employee file.
Positive Behavior Interventions and Supports Trainings (SpEd Providers and BII's)	At hire, re-activation, and yearly thereafter	Attestation of completion is maintained in the employee file.
Sexual Harassment Training	At hire or reactivation, and every 2 years thereafter	Certificate of completion is maintained in the employee file.

EXHIBIT D: 2026-2027 Locations

No Changes

Coversheet

Seneca Counseling Solutions

Section: VII. Consent Action Items
Item: J. Seneca Counseling Solutions
Purpose: Vote
Submitted by: Tyler Levine-Hall
Related Material: Making Waves FY 2026-2027 Rate Based Budget (2).pdf

BACKGROUND:

MWA needs 2 FTE ERMHS providers

RECOMMENDATION:

Board Approved

Making Waves - FY 2026-2027

Date: 4.29.26

Unconditional Education Partnership

Seneca Family of Agencies

PROGRAM EXPENSES

	Annual Rate	EMRHS FTE	EMRHS Expense	General Education FTE	General Education Expense	TOTAL Total FTE's	TOTAL Total Expense
Program Staffing							
Clinical Intervention Specialist	$205,000	1.00	$ 205,000	0.00	$ -	1.00	$ 205,000
Clinical Intervention Specialist	$205,000	0.50	$ 102,500	0.50	$ 102,500	1.00	$ 205,000
Comprehensive Total		**1.50**	**$ 307,500**	**0.50**	**$ 102,500**	**2.00**	**$ 410,000**

Coversheet

Clayton Valley - Adult Transition Program

Section: VII. Consent Action Items
Item: K. Clayton Valley - Adult Transition Program
Purpose: Vote
Submitted by: Tyler Levine-Hall
Related Material: MOU with MWA for Adult Transition Program 2026-27.pdf

BACKGROUND:

MWA is partnering with CVCHS to support students who require an adult transition program

RECOMMENDATION:

Board approval

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between Clayton Valley Charter High School ("CVCHS") and Making Waves Academy ("MWA"). CVCHS and MWA may be collectively referred to as the "Parties" or individually as a "Party." This MOU shall be effective as of the date of the last-executed signature below.

Student Information

This MOU is regarding the enrollment of Alexander Magana ("Student"), a student enrolled in MWA, in CVCHS's Adult 18-22 Year Old Transition Program.

1. **Purpose of MOU**

Whereas, Education Code section 56195.1, subdivision (e) provides that membership in a special education local plan area ("SELPA") does not limit a local educational agency's ("LEA"), including a charter school's, authority to contract for special education services from another LEA whether or not the LEA is part of the same SELPA;

Whereas, CVCHS is willing to contract with MWA to provide special education and related services to students enrolled in MWA;

Whereas, MWA seeks to contract with CVCHS in order for Student to enroll in CVCHS's Adult 18-22 Year Old Transition Program.

2. **MOU Must be Renewed Annually**

This MOU shall be in effect for the period beginning on August 10, 2026 and ending on June 3, 2027. This MOU may be renewed at the end of that period by following the "Submission Procedures" set forth in **Section 3** of this MOU. The MOU may be amended at any time by mutual consent of the Parties.

3. **Submission Procedures**

The placement contracted for under this MOU will run for a period of one regular school year, from August 10, 2026 to June 3, 2027. On or before April 15, 2027, MWA shall submit a written request for continued placement to CVCHS.

On or before May 15, 2027, CVCHS shall provide MWA with a written response to the request for placement. CVCHS's response shall specify whether CVCHS is willing to provide the placement. CVCHS's written response shall include a rate schedule for the requested placement.

4. **Scope of Services**

Placement

The Parties agree that Student shall receive the following placement from CVCHS:

a. Placement in CVCHS's Adult 18-22 Year Old Transition Program

The placement may be modified by mutual agreement of the Parties.

Transportation

If required by Student's IEP, MWA shall arrange and pay for transportation for Student who is attending a program operated by CVCHS.

5. Rate Schedule

The Parties agree that the services set forth in **Section 4** shall be billed as follows:

Placement: $60,000.00 (sixty thousand dollars and zero cents) per academic year

6. CVCHS's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, CVCHS shall have the following responsibilities:

a. Ensure that staff members working with Student will assist with the drafting of proposed goals and objectives for review and approval by the Student's IEP team;

b. Notify MWA if it has reason to believe that Student requires reevaluation, change of placement or services, and/or an IEP team meeting;

c. Ensure that staff members working with Student are available to attend IEP meetings or other meetings regarding Student;

d. Ensure that all staff working with Student possess appropriate and current credentials and certifications; and

e. Be responsible for all employee related issues and discipline.

7. MWA's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, MWA shall have the following responsibilities:

a. Ensure that the placement set forth in this MOU is consistent with Student's IEP;

b. Provide CVCHS with copies of all relevant student records including but not limited to Student's current IEP, most recent assessments, behavior logs, and attendance logs;

c. Schedule, convene, and conduct, all IEP meetings for Student; and

d. Provide timely notice to CVCHS when there is a change in Student's enrollment status at MWA, and/ or if Student has been suspended or expelled.

8. Payment for Services

Services shall be billed on a quarterly basis. At the end of each quarterly billing period, CVCHS will provide MWA with an invoice for the placement offered under this MOU. The invoice will show the specific placement provided offered during the billing period, and the fees for the placement.

MWA shall process and pay each invoice within thirty (30) days from its receipt. If the payment for the invoice is not postmarked from the MWA within forty-five (45) days of the receipt of the invoice, the MWA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. CVCHS shall bill the MWA for the interest. Failure by MWA to pay an appropriately submitted invoice, including an invoice from a prior MOU between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination pursuant to **Section 10** of this MOU.

The Parties agree that MWA will receive and keep AB 602 funding for student.

If after Student is enrolled in CVCHS's placement, significant additional services are required for Student as determined by the IEP team with both Parties' participation, upon mutual agreement of the Parties, MWA will provide additional funding for the cost of these services.

9. Changes to Student's IEP/Student No Longer Attending MWA

If an IEP meeting is convened for Student, and the IEP team agrees to modify the placement being provided, the scope of placement set forth in **Section 4** shall be modified to reflect the reduction in services and a corresponding reduction in payment shall be made under **Section 5**.

If Student is no longer attending MWA, MWA shall notify CVCHS of the change in enrollment. Effective on the date that CVCHS receives notice of the change in enrollment; the placement set forth in **Section 4** shall be modified to indicate the change of placement and a corresponding reduction in payment shall be made under **Section 5**.

10. Termination

Either MWA or CVCHS may terminate this MOU by providing the other party with thirty calendar days (30) written notice except that CVCHS may terminate this MOU by providing MWA with written notice that it is unable or unwilling to provide the requested placement pursuant to **Section 3** of this MOU.

11. MWA Solely Responsible For Providing FAPE to Student

The Parties agree that the MWA remains the LEA responsible for ensuring that Student receives FAPE as required by California and federal special education laws, Section 504 of the Rehabilitation Act of 1973, and related laws, even while the Student is receiving placement from CVCHS pursuant to this MOU. The Parties further agree that CVCHS, for purposes of this MOU, is only intended to be a service provider under contract as authorized by Education Code, section 56369. The Parties also agree that this MOU

does not constitute any form of interdistrict transfer or alternative attendance agreement that would transfer any responsibility for providing FAPE to CVCHS.

12. CVCHS and MWA Are Independent Contractors

MWA and CVCHS are independent parties to this MOU and each agree that this MOU was not intended to create the relationship of agent, servant, employee, partnership, joint venture or association.

13. Non-Exclusive Agreement

The Parties agree that nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict MWA from contracting for services or placement with other LEAs, nor shall it restrict CVCHS from providing services to other LEAs, including other charter schools.

14. Indemnification and Hold Harmless

It shall be the financial and legal responsibility of MWA to handle any and all legal disputes and claims, including but not limited to, negotiating settlement agreements, mediations, due process hearings, compliance and any and all other legal actions related a student's educational program pursuant to this MOU.

If CVCHS is named as a party to a legal dispute, MWA will cooperate in obtaining a dismissal, with prejudice, of CVCHS as a party.

MWA shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including fees of CVCHS, Board, officers, members, representatives, consultants, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from education and/or placement of the student, pursuant to the placement by MWA and this MOU, excepting those liabilities, claims, losses, judgment, damages, demands or expenses arising out of or caused by the sole negligent, reckless, unlawful or intentional acts of CVCHS, Board, its Board, officers, members, representatives, agents, guests, Invitees, and/or employees.

CVCHS shall indemnify and hold MWA harmless from any adjudicated liability related to CVCHS's negligent, reckless, unlawful or intentional acts arising out of its obligations under this MOU. In the event that an administrative body or court of law determines, that the claim of a student arises out of the negligent, reckless, unlawful or intentional acts of CVCHS, CVCHS will be obligated to provide contribution to the MWA in accordance with its proportionate share of liability. The amount of the contribution shall be determined by informal resolution between Parties, going before the County Superintendent of Schools, participating in mediation, or arbitration by a mutually agreeable mediator or arbitrator. The Parties will assume their own costs in participating in this process and shall equally split any costs of hiring, if applicable, a mediator and/or arbitrator.

15. Meet and Confer

If a dispute arises regarding any aspect of this MOU, the Parties agree that they shall meet and confer in a good faith effort to amicably resolve their difference prior to initiating any litigation. If the initial

attempt to resolve the dispute is not successful, the Parties may, by mutual agreement, participate in alternative dispute resolution.

16. Credentials, Licenses and Other Qualifications

CVCHS shall provide all special education and related services under this MOU using appropriately qualified staff. CVCHS shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver.

17. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

18. Execution of MOU Electronically and In Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below.

Dated: _____ By: _____
Dr. Patrick Gaffney
For Clayton Valley Charter High School

Dated: _____ By: _____

For Making Waves Academy

4926-6520-7098, v. 1

Coversheet

Vendor Invoices for April & May

Section: VII. Consent Action Items
Item: L. Vendor Invoices for April & May
Purpose: Vote
Submitted by:
Related Material: Bill Payment List - Apr to May 2026.pdf

Making Waves Academy
Bill Payment List
April to May 2026

	Date	Num	Vendor	Amount	Descriptions
6	4/1/2026		Vision Service Plan	$ 1,548.66	Health Insurance
7	4/1/2026		Wells Fargo Vendor Financial Services, LLC	$ 2,058.91	Copier Lease
8	4/1/2026		Wells Fargo Vendor Financial Services, LLC	$ 3,740.28	Copier Lease
9	4/1/2026	ACH8637-178	Charter Safe	$ 13,068.00	Liability and Worker Comp Insurance
10	4/1/2026	ACH8637-177	Adriana San Millan School Psychology and Special Education Services, LLC	$ 6,506.50	SPED Services
11	4/1/2026	ACH8637-176	Scoot Education Inc	$ 5,103.96	Substitutes Fee
12	4/1/2026	ACH8637-175	Swing Education, Inc	$ 8,337.50	Substitutes Fee
13	4/1/2026	ACH8637-174	The Speech Pathology Group	$ 732.00	SPED Services
14	4/1/2026	ACH8637-173	LBM, Business Services Inc.	$ 1,500.00	E-Rate
15	4/1/2026	ACH8637-172	Linde Group	$ 12,845.00	IT Support
16	4/1/2026	ACH8637-171	Making Waves Education Foundation	$ 161,073.00	School Lease
17	4/1/2026	ACH8637-170	Bay Area International Translation Services LLC	$ 1,584.00	Translation Services
18	4/1/2026	ACH8637-168	Hanna Interpreting Services LLC	$ 6,007.59	Contracted Services
19	4/1/2026	ACH8637-169	Bay Area Charters	$ 14,415.00	Transportation for Field Trip and Sport
20	4/1/2026	500039	Kita Brown Photography	$ 200.00	Supplies
21	4/1/2026	ACH8637-167	Bay Area Athletic Assignors - Volleyball	$ 2,877.00	Contracted Services
22	4/1/2026	ACH8637-166	Global Office Inc	$ 5,672.31	Copier Lease
23	4/1/2026	500038	East Bay Basketball Officials Association	$ 380.00	Contracted Services
24	4/1/2026	ACH8637-165	Sexucation	$ 4,400.00	Contracted Services
25	4/1/2026	500037	Anzaldo, Ricardo	$ 50.00	Contracted Services
26	4/1/2026		T-Mobile	$ 2,115.00	Telephone
27	4/1/2026		T-Mobile	$ 2,856.89	Telephone
28	4/1/2026		CellGate	$ 359.40	Contracted Services
29	4/1/2026		PG & E - 1229161920-8	$ 38,509.93	Utility
30	4/1/2026		PG & E - 5344744823-3	$ 1,629.45	Utility
31	4/1/2026		PG & E - 6293019192-9	$ 12,413.18	Utility
32	4/1/2026		PG & E - 0911653377-0	$ 6,531.48	Utility
33	4/1/2026		Pacheco's Cleaning Service	$ 54,500.00	Janitorial Services
34	4/1/2026		PG & E - 2538827590-8	$ 13,627.98	Utility
35	4/1/2026		PLIC - SBD GRAND ISLAND	$ 21,860.75	Health Insurance
36	4/1/2026		PG & E - 2052957541-5	$ 4,379.81	Utility
37	4/1/2026		PowerSchool Group LLC	$ 12,440.00	Student Information & Assessment
38	4/1/2026		Jostens	$ 811.49	Graduation Supplies
39	4/2/2026		Rippling	$ 194.40	Contracted Services

	A	B	C	D	E
1	**Making Waves Academy**				
2	**Bill Payment List**				
3	**April to May 2026**				
4					
5	**Date**	**Num**	**Vendor**	**Amount**	**Descriptions**
40	4/7/2026	ACH8637-182	Equitable Outcomes, LLC	$ 8,250.00	Contracted Services
41	4/7/2026	ACH8637-179	AAA Workspace	$ 2,209.93	Supplies
42	4/7/2026	ACH8637-180	BEI Construction Inc.	$ 12,388.05	Contracted Services
43	4/7/2026	ACH8637-183	Scoot Education Inc	$ 12,273.00	Substitutes Fee
44	4/7/2026	ACH8637-181	Hanna Interpreting Services LLC	$ 11,100.00	Contracted Services
45	4/14/2026	ACH8637-185	EdTec Inc	$ 1,401.75	School Attendance Service
46	4/14/2026	ACH8637-186	Talkspace Provider Network, PA	$ 5,250.00	Psychologist
47	4/14/2026	ACH8637-184	Kronos	$ 5,812.06	Payroll system
48	4/14/2026	ACH8637-203	Law Offices of Young, Minney & Corr, LLP	$ 6,226.00	Legal Fees
49	4/14/2026	ACH8637-204	Seneca Family of Agencies	$ 24,375.00	SPED Services
50	4/14/2026	ACH8637-202	Scoot Education Inc	$ 8,944.51	Substitutes Fee
51	4/14/2026	ACH8637-201	Justifacts Credential Verification, Inc	$ 287.16	Background Check
52	4/14/2026	ACH8637-199	Nob Hill Catering Inc	$ 43,402.75	Student Food
53	4/14/2026	ACH8637-200	Mineral Tree, Inc	$ 66.36	Contracted Services
54	4/14/2026	ACH8637-195	Linde Group	$ 27,246.95	IT Support
55	4/14/2026	ACH8637-194	Sterling	$ 9.25	Background Check
56	4/14/2026	ACH8637-193	Adriana San Millan School Psychology and Special Education Services, LLC	$ 12,168.00	SPED Services
57	4/14/2026	ACH8637-198	Swing Education, Inc	$ 15,225.00	Substitutes Fee
58	4/14/2026	ACH8637-191	Marin Benefits Administrators	$ 350.00	Contracted Services
59	4/14/2026	ACH8637-196	Dialink Corporation	$ 2,301.02	IT Contracted Services
60	4/14/2026	ACH8637-190	School Food Solutions L3C	$ 1,500.00	Contracted Services
61	4/14/2026	ACH8637-189	Sage Intacct, Inc.	$ 30,215.48	Accounting Software
62	4/14/2026	ACH8637-192	Bay Area Charters	$ 15,512.50	Transportation for Field Trip and Sport
63	4/14/2026	ACH8637-188	Cornerstone Educational Solutions	$ 15,720.00	Contracted Services
64	4/14/2026	ACH8637-187	Concur Technologies, Inc.	$ 423.60	IT Contracted Services
65	4/14/2026	ACH8637-197	Document Tracking Services	$ 425.00	IT Contracted Services
66	4/14/2026		Comcast	$ 3,653.55	Internet Provider
67	4/14/2026		California Choice Benefit Administrators	$ 163,630.62	Health Insurance
68	4/14/2026		Primo Brands	$ 66.48	Drinking Water Supplies
69	4/14/2026		vChief	$ 16,100.00	Contracted Services
70	4/14/2026		Corodata	$ 123.97	Storage Fee
71	4/14/2026		Corodata	$ 81.81	Storage Fee
72	4/14/2026		Ameriflex LLC	$ 347.60	FSA Administrative Fee
73	4/14/2026		Rids Brother Company Inc	$ 10,654.50	SPED Transportation Service

	A	B	C	D	E
1	**Making Waves Academy**				
2	**Bill Payment List**				
3	**April to May 2026**				
4					
5	**Date**	**Num**	**Vendor**	**Amount**	**Descriptions**
74	4/14/2026		Colonial Life	$ 311.10	Health Insurance
75	4/16/2026		Click & Pledge	$ 5.00	Contracted Services
76	4/21/2026	20722	Hernandez Party Rentals	$ 540.00	Contracted Services
77	4/21/2026		Edmentum	$ 11,690.00	IT Contracted Services
78	4/21/2026	ACH8637-209	Anchor Counseling & Education Solutions	$ 28,470.83	SPED Services
79	4/21/2026	ACH8637-210	Scoot Education Inc	$ 3,431.00	Substitutes Fee
80	4/21/2026	ACH8637-208	Cutting Edge Drapery	$ 545.00	Repairs and Maintenance - Building
81	4/21/2026	500040	AT&T CALNET	$ 909.45	Utility
82	4/21/2026	ACH8637-207	Bay Area International Translation Services LLC	$ 925.00	Translation Services
83	4/21/2026	ACH8637-206	Global Office Inc	$ 922.68	Copier Lease
84	4/21/2026	ACH8637-205	RCM Technologies USA, Inc	$ 7,729.35	SPED Servicess
85	4/21/2026		Cintas	$ 658.90	Custodial Supplies
86	4/21/2026		Cintas	$ 4,455.30	Custodial Supplies
87	4/21/2026		Cintas	$ 466.10	Custodial Supplies
88	4/21/2026		Republic Services #851	$ 9,161.28	Waste Management
89	4/21/2026		Jostens	$ 126.88	Graduation Supplies
90	4/21/2026		Cruz-Reiber, Jeannette	$ 900.00	Contracted Services
91	4/28/2026	500044	Office Depot	$ 5,377.92	Office Supplies
92	4/28/2026		PG & E - 0911653377-0	$ 7,641.46	Utility
93	4/28/2026		PG & E - 1229161920-8	$ 9,921.97	Utility
94	4/28/2026		PG & E - 5344744823-3	$ 1,402.34	Utility
95	4/28/2026		PG & E - 6293019192-9	$ 10,170.92	Utility
96	4/28/2026		PG & E - 2538827590-8	$ 9,674.75	Utility
97	4/28/2026		PG & E - 2052957541-5	$ 3,196.53	Utility
98	4/28/2026		Stericycle, Inc.	$ 87.38	Contracted Services
99	4/28/2026		Vision Service Plan	$ 1,543.61	Health Insurance
100	4/28/2026	ACH8637-213	Studio Bondy Architecture	$ 8,385.00	Contracted Services
101	4/28/2026	500042	Bariel, Laura	$ 376.40	Reimbursement
102	4/28/2026	ACH8637-212	Denon & Doyle Entertainment	$ 1,500.00	Contracted Services
103	4/28/2026	500043	Winchell, Nathan	$ 166.75	Reimbursement
104	4/28/2026	500046	Kirchner, Jeff	$ 371.20	Reimbursement
105	4/28/2026	ACH8637-211	Manzo, Mindy	$ 7,450.00	Contracted Services
106	4/28/2026	ACH8637-214	Bay Area Charters	$ 15,722.50	Transportation for Field Trip and Sport
107	4/28/2026	500045	Department of Justice	$ 34.00	Staff Recruitment

	A	B	C	D	E
1	**Making Waves Academy**				
2	**Bill Payment List**				
3	**April to May 2026**				
4					
5	**Date**	**Num**	**Vendor**	**Amount**	**Descriptions**
108	4/28/2026	500041	Kita Brown Photography	$ 605.00	Supplies
109	4/28/2026	20724	GDP Entertainment LLC	$ 250.00	Contracted Services
110	4/28/2026		City of Richmond	$ 6,266.72	Additional Sport Facilities Use Fees
111	4/28/2026		Pacheco's Cleaning Service	$ 54,500.00	Janitorial Services
112	4/28/2026		BSNSports	$ 1,127.82	Sport Supplies
113	4/28/2026		Well Design Premium Signage	$ 5,487.50	Supplies
114	4/28/2026		Iron Mountain	$ 640.32	Contracted Services
115	4/29/2026		Chase	$ 35,068.31	Credit Card Payment
116	5/5/2026	ACH8637-230	Manzo, Mindy	$ 9,137.50	Contracted Services
117	5/5/2026		City of Richmond	$ 2,208.00	Additional Sport Facilities Use Fees
118	5/5/2026		California Choice Benefit Administrators	$ 163,566.66	Health Insurance
119	5/5/2026	ACH8637-228	Coda Technology Group	$ 5,907.46	Contracted Services
120	5/5/2026	ACH8637-227	Okta Inc.	$ 15,480.56	IT Contracted Services
121	5/5/2026	ACH8637-226	Justifacts Credential Verification, Inc	$ 180.96	Background Check
122	5/5/2026	500048	Bay Area Conference	$ 4,565.00	Conference Fees
123	5/5/2026	ACH8637-225	Adriana San Millan School Psychology and Special Education Services, LLC	$ 10,816.00	SPED Services
124	5/5/2026	ACH8637-224	Scoot Education Inc	$ 19,458.86	Substitutes Fee
125	5/5/2026	ACH8637-223	LBM, Business Services Inc.	$ 1,500.00	E-Rate
126	5/5/2026	ACH8637-222	Swing Education, Inc	$ 14,318.75	Substitutes Fee
127	5/5/2026	ACH8637-221	The Speech Pathology Group	$ 976.00	SPED Services
128	5/5/2026	ACH8637-220	Seneca Family of Agencies	$ 21,634.00	SPED Services
129	5/5/2026	ACH8637-219	Making Waves Education Foundation	$ 161,073.00	School Lease
130	5/5/2026	ACH8637-217	Bay Area International Translation Services LLC	$ 1,065.00	Translation Services
131	5/5/2026	ACH8637-229	Filmtwist Productions LLC	$ 6,550.00	Contracted Services
132	5/5/2026	ACH8637-218	Bay Area Athletic Assignors - Volleyball	$ 326.00	Contracted Services
133	5/5/2026	ACH8637-215	Global Office Inc	$ 660.77	Copier Lease
134	5/5/2026	500047	Star Park Corporation	$ 300.00	Contracted Services
135	5/5/2026	ACH8637-216	Bay Area Charters	$ 14,435.00	Transportation for Field Trip and Sport
136	5/5/2026	20727	Sequeira Cuellar, Jaslyn	$ 100.55	Reimbursement
137	5/5/2026		Comcast	$ 3,713.91	Internet Provider
138	5/5/2026		PDQ Intermediate Inc	$ 4,231.30	IT Contracted Services
139	5/5/2026		vChief	$ 16,100.00	Contracted Services
140	5/5/2026		PLIC - SBD GRAND ISLAND	$ 21,659.40	Health Insurance
141	5/5/2026		Rids Brother Company Inc	$ 8,800.00	SPED Transportation Service

	A	B	C	D	E
1	**Making Waves Academy**				
2	**Bill Payment List**				
3	**April to May 2026**				
4					
5	**Date**	**Num**	**Vendor**	**Amount**	**Descriptions**
142	5/5/2026		T-Mobile	$ 2,877.21	Telephone
143	5/5/2026		T-Mobile	$ 2,115.00	Telephone
144	5/5/2026		Wells Fargo Vendor Financial Services, LLC	$ 2,058.91	Copier Lease
145	5/5/2026		Wells Fargo Vendor Financial Services, LLC	$ 3,740.28	Copier Lease
146	5/12/2026		Clever Inc.	$ (2,887.50)	Contracted Services
147	5/12/2026	500051	Office Depot	$ 5,193.01	Office Supplies
148	5/12/2026	ACH8637-241	EdTec Inc	$ 1,401.75	School Attendance Service
149	5/12/2026	ACH8637-240	ParentSquare Inc.	$ 7,908.24	Contracted Services
150	5/12/2026	500050	Tamayo-Toler, Susan	$ 2,489.95	Supplies
151	5/12/2026	ACH8637-242	AAA Workspace	$ 1,104.96	Supplies
152	5/12/2026	ACH8637-237	Scoot Education Inc	$ 3,112.00	Substitutes Fee
153	5/12/2026	ACH8637-236	Linde Group	$ 4,244.70	IT Support
154	5/12/2026	ACH8637-235	Mineral Tree, Inc	$ 64.40	Contracted Services
155	5/12/2026	ACH8637-239	Marin Benefits Administrators	$ 350.00	Contracted Services
156	5/12/2026	ACH8637-238	Dialink Corporation	$ 2,301.02	IT Contracted Services
157	5/12/2026	ACH8637-233	Bay Area Charters	$ 3,347.50	Transportation for Field Trip and Sport
158	5/12/2026	ACH8637-234	Cornerstone Educational Solutions	$ 20,740.00	Contracted Services
159	5/12/2026	500049	Precision Wireless Service	$ 905.05	IT Supplies
160	5/12/2026	ACH8637-232	Concur Technologies, Inc.	$ 423.60	IT Contracted Services
161	5/12/2026	ACH8637-231	Hanna Interpreting Services LLC	$ 322.05	Contracted Services
162	5/12/2026		Cintas	$ 451.70	Custodial Supplies
163	5/12/2026		Cintas	$ 317.75	Custodial Supplies
164	5/12/2026		Cintas	$ 3,296.86	Custodial Supplies
165	5/12/2026		EBMUD	$ 9,157.18	Utility
166	5/12/2026		EBMUD	$ 908.88	Utility
167	5/12/2026		EBMUD	$ 1,105.78	Utility
168	5/12/2026		EBMUD	$ 577.54	Utility
169	5/12/2026		EBMUD	$ 246.00	Utility
170	5/12/2026		EBMUD	$ 364.54	Utility
171	5/12/2026		EBMUD	$ 908.88	Utility
172	5/12/2026		EBMUD	$ 331.20	Utility
173	5/12/2026		EBMUD	$ 908.88	Utility
174	5/12/2026		EBMUD	$ 3,355.80	Utility
175	5/12/2026		EBMUD	$ 415.66	Utility

	A	B	C	D	E
1	**Making Waves Academy**				
2	**Bill Payment List**				
3	**April to May 2026**				
4					
5	**Date**	**Num**	**Vendor**	**Amount**	**Descriptions**
176	5/12/2026		EBMUD	$ 416.40	Utility
177	5/12/2026		EBMUD	$ 254.52	Utility
178	5/12/2026		EBMUD	$ 152.28	Utility
179	5/12/2026		EBMUD	$ 2,018.16	Utility
180	5/12/2026		Edmentum	$ 400.00	IT Contracted Services
181	5/12/2026		Corodata	$ 57.19	Storage Fee
182	5/12/2026		Colonial Life	$ 311.10	Health Insurance
183	5/12/2026		Clever Inc.	$ 2,887.50	Contracted Services
184	5/12/2026		Primo Brands	$ 66.48	Drinking Water Supplies
185	5/12/2026		Ameriflex LLC	$ 343.20	FSA Administrative Fee
186	5/18/2026		Click & Pledge	$ 2.50	Contracted Services
187	5/19/2026	ACH8637-256	BBG, Inc	$ 3,000.00	Contracted Services
188	5/19/2026	500055	Bay Area Conference	$ 17.22	Conference Fees
189	5/19/2026	ACH8637-254	Talkspace Provider Network, PA	$ 5,250.00	Psychologist
190	5/19/2026	ACH8637-255	Kronos	$ 5,811.16	Payroll system
191	5/19/2026	ACH8637-252	Studio Bondy Architecture	$ 14,432.50	Contracted Services
192	5/19/2026	ACH8637-251	Clever Inc.	$ 2,887.50	Contracted Services
193	5/19/2026	ACH8637-250	Law Offices of Young, Minney & Corr, LLP	$ 3,000.50	Legal Fees
194	5/19/2026	ACH8637-248	Scoot Education Inc	$ 4,888.00	Substitutes Fee
195	5/19/2026	ACH8637-249	Seneca Family of Agencies	$ 36,629.00	SPED Services
196	5/19/2026	ACH8637-253	Swing Education, Inc	$ 8,638.44	Substitutes Fee
197	5/19/2026	ACH8637-247	Linde Group	$ 22,938.13	IT Support
198	5/19/2026	ACH8637-246	Nob Hill Catering Inc	$ 32,417.25	Student Food
199	5/19/2026	ACH8637-245	Making Waves Education Foundation	$ 1,485.36	School Lease
200	5/19/2026	500054	PCS Edventures	$ 6,545.11	Contracted Services
201	5/19/2026	ACH8637-243	California Charter Schools Association	$ 24,144.00	Membership Dues
202	5/19/2026	ACH8637-244	Bay Area Charters	$ 22,692.93	Transportation for Field Trip and Sport
203	5/19/2026	500052	Department of Justice	$ 17.00	Staff Recruitment
204	5/19/2026	500053	Instruction Partners	$ 95,467.90	Contracted Services
205	5/19/2026		Republic Services #851	$ 8,526.33	Waste Management
206	5/19/2026		Corodata	$ 79.34	Storage Fee
207	5/19/2026		Equitable Talent Strategies	$ 2,600.00	Contracted Services
208	5/19/2026		Jostens	$ 2,723.37	Graduation Supplies
209	5/19/2026	20735	US Department Of Education/CRI	$ 1,500.00	Tuition Payment

	A	B	C	D	E
1	**Making Waves Academy**				
2	**Bill Payment List**				
3	**April to May 2026**				
4					
5	**Date**	**Num**	**Vendor**	**Amount**	**Descriptions**
210	5/19/2026	20733	Aidvantage - Federal Student Aid Loan Servicing	$ 1,500.00	Tuition Payment
211	5/19/2026	20734	U.S. Department of Education	$ 1,500.00	Tuition Payment
212	5/26/2026	ACH8637-261	Swing Education, Inc	$ 5,256.25	Substitutes Fee
213	5/26/2026	ACH8637-259	The Speech Pathology Group	$ 976.00	SPED Services
214	5/26/2026	ACH8637-258	Scoot Education Inc	$ 17,461.00	Substitutes Fee
215	5/26/2026	ACH8637-257	Anchor Counseling & Education Solutions	$ 16,429.17	SPED Services
216	5/26/2026	500058	Contra Costa Health Services	$ 279.00	Contracted Services
217	5/26/2026	ACH8637-266	Adriana San Millan School Psychology and Special Education Services, LLC	$ 20,026.50	SPED Services
218	5/26/2026	500057	AT&T CALNET	$ 918.40	Utility
219	5/26/2026	ACH8637-265	Precision Parking	$ 5,250.00	Contracted Services
220	5/26/2026	ACH8637-264	Bay Area International Translation Services LLC	$ 3,335.00	Translation Services
221	5/26/2026	ACH8637-263	Global Office Inc	$ 922.68	Copier Lease
222	5/26/2026	ACH8637-262	Seneca Family of Agencies	$ 15,195.00	SPED Services
223	5/26/2026	500056	Clayton Valley Charter High School	$ 30,000.00	SPED Servicess
224	5/26/2026	ACH8637-260	RCM Technologies USA, Inc	$ 8,099.05	SPED Servicess
225	5/26/2026		Vision Service Plan	$ 1,522.40	Health Insurance
226	5/26/2026	20738	CAASFEP	$ 195.00	Contracted Services
227	5/26/2026		Cruz-Reiber, Jeannette	$ 900.00	Contracted Services
228	5/27/2026		Chase	$ 23,109.80	Credit Card Payment
229			**April to May 2026**	**$ 2,198,686.72**	
230					
231			**April to May 2025**	**$ 2,235,970.40**	

Coversheet

Minutes: May Board Meeting

Section: VII. Consent Action Items
Item: M. Minutes: May Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for May Board Meeting on May 7, 2026

APPROVED

Making Waves Academy

Minutes

May Board Meeting

Date and Time
Thursday May 7, 2026 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?pwd=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT09
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)
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- HAGA CLIC AQUI para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: https://bit.ly/4eLd72o

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

Public Comment

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  - 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.
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Comentarios públicos

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  - *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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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, Esther Hugo, Felicia Selva, Margaret Watson

Directors Absent
Enrique Romero, Janis Glover

Guests Present
Alton B. Nelson Jr., Bryann Fitzpatrick, Elizabeth Martinez, Valeria Serrano

---

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 Thursday May 7, 2026 at 4:04 PM.
Jeremy Cruz Perez was officially recognized by the board as the prospective new student board member to be voted on later in this same meeting.

B. Record Attendance

II. Additional Opening Items

A. Remarks by Board President

Alicia noted that the focus area was student outcomes, with a particular focus on math (WASC/LCAP Goal 1). Bryann Fitzpatrick was praised and appreciated for leading the WASC efforts.

B. Public Comment

No public comment.

III. Closed Session

A. Closed Session

1. Public Employee Appointment, Executive Director, Section 54957

- No action was taken.

2. Confidential Student Discipline Matter – Consideration of Potential Expulsion Case No. 2026001

- Board voted unanimously to uphold the expulsion.

IV. Standing Reports

A. Mission Connection - Middle School Athletics

The Mission Connection video highlighted the MS athletics' focus on holistic development, demonstrating how sports are used to teach core values like scholarship, resilience, responsibility, and respect both on and off the court. The board commended the video for effectively centering student and coach voices while showcasing the real-world application of these values.

B. Middle School ASB

The Middle School ASB student leaders provided an update on their yearly accomplishments, highlighting successful collaborations with the Upper School, a new middle school club fair, and student-led committees. They reflected on overcoming challenges, such as varying student maturity levels and low spring dance attendance, by proposing grade-specific events and implementing more engaging meeting activities. The Board commended the students for their thoughtful reflection, inclusivity, and advanced leadership capabilities.

C. Upper School ASB Update

The Upper School ASB student leaders presented an end-of-year update, highlighting successes such as a spirit-boosting pep rally, Teacher Appreciation Week, and an impactful new alumni mentorship panel. In a student "State of the Union" address, they noted rising school spirit, increased participation in the arts, and improved trust with teachers, while also candidly sharing student concerns regarding athletics and the academic and environmental impacts of artificial intelligence. The Board highly

commended the graduating students for their visionary leadership, resilience in adapting event plans to support mental health, and lasting positive impact on the school's culture.

D. Deep Dive: Academic Outcomes

The Deep Dive on math outcomes highlighted positive growth in iReady benchmark scores and ongoing strategies to increase SBAC proficiency. To support this academic progress, the math team is heavily invested in professional development, utilizing personalized coaching, vertical alignment between divisions, and structured Professional Learning Communities to enhance instructional rigor and student engagement. The Board commended the strong cross-division collaboration and suggested incorporating PSAT results as an additional metric to track student math development.

E. Q&A on Written School Report

The Board reviewed the written school report, commending the middle school's targeted interventions and data tracking that successfully decreased fifth and sixth-grade failure rates. Members also discussed upcoming ELA curriculum transitions, shifts toward a co-teaching model in Special Education, and the local measures impacting ELD reclassification. The discussion noted the plan to replace the social worker role with a credentialed school counselor to better align with the MTSS model and provide focused mental health support.

F. Q&A on Chief Executive Officer Report (CEO)

Board members will submitted any questions or comments directly to Alton.

G. Q&A on Interim Executive Director Report

The board noted the hiring strategies memo and requested a follow-up report from Liz detailing the current candidate pipeline for vacant positions. The board also noted an appreciation for AI centered conversations and planning that is occurring.

H. Q&A on Written Finance Report

The board noted no questions and that this is an "off-cycle" for finance.

I. Break

V. Non-Action Items

A. Engagement with Interim ED

The Board reviewed the recent leadership transition engagement sessions, noting strong staff, parent and student participation as Liz shared her core values of honesty, integrity, and intellect. She outlined her "people over paper" leadership approach, emphasizing systemic improvements for ELD and Special Education, increased campus visibility, and a continued focus on teacher retention. Additionally, board members commended her

impactful operational work, particularly her implementation of restorative practices that contributed to a 90% reduction in student suspensions.

B. Board Work and Advisory Committee Updates

Student board member , Valeria Serrano, highlighted the success of the recent "Waves Connect" networking event and announced her upcoming enrollment at USC.
Additionally, Falecia Selva, as a member of the Parent Leadership Team (PLT) shared that the group recently successfully launched two highly-requested pilot programs: a well-attended college readiness with a financial aid workshop, and a four-part Health and Wellness Institute focused on stress management and emotional well-being for families.

The Board received an update from the Spring CIRAC/WASC committee meeting, highlighting successful accreditation outcomes and the introduction of new Advanced Patient Care and Principles of Finance courses. To further support student success, the administration is expanding 8th and 11th-grade pilot programs focused on easing campus transitions, building social belonging, and extending the on-ramp for college readiness. Additionally, the school will implement "turnkey" curricula to reduce teacher workloads and ensure high-impact instruction, with a formal pilot review scheduled for October 2026.

C. LCAP Public Hearing

In the public hearing for the LCAP, the board provided feedback on improving clarity, such as noting philanthropic funds in the budget overview and using plainer language for terms like "success audits." They also flagged issues with tracking teacher retention and satisfaction metrics and a scheduling conflict affecting sophomore CTE capstone credits. Finally, the Board requested that the final summary explicitly highlight the specific student subgroups facing challenging outcomes.

D. Declaration of Need

The Board reviewed and accepted the annual Declaration of Need. No questions were asked.

VI. Action Items

A. Accept the Removal of Janis Glover

Esther Hugo made a motion to regretfully accept the removal of Janis Glover.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.

With profound gratitude for her valuable contributions and candor, the Board passed a motion to regretfully remove Janice Glover due to personal reasons with an open invitation for her to return.
The board **VOTED** unanimously to approve the motion.

B. Appointment of Student Board Member for 2026-27

Felicia Selva made a motion to appoint Jeremy Cruz Perez as the 2026-27 MWA student board member. The second person to ever hold this position.
Margaret Watson seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

C. Student-Parent/Guardian Handbook

Amy Obinyan made a motion to Approve the Student-Parent/Guardian Handbook.
Felicia Selva seconded the motion.
Valera Serrano gave a preferential vote to approve this item.

The board minor clarifications on grading policies and nutritional guidelines.
The board **VOTED** unanimously to approve the motion.

D. Instruction Partners Agreement for 2026-27

Esther Hugo made a motion to Approve the Instruction Partners agreement.
Margaret Watson seconded the motion.
Valera Serrano gave a preferential vote to approve this item.

Instruction Partner's scope will remain similar next year, with some additional hours to support non ELA and math teachers.
The board **VOTED** unanimously to approve the motion.

E. Form 990 and 199 Tax Returns

Esther Hugo made a motion to Approve the 990 and 199 tax returns.
Felicia Selva seconded the motion.
Valera Serrano gave a preferential vote to approve this item.

The Audit Advisory Committee recommended approval of this item.
The board **VOTED** unanimously to approve the motion.

VII. Consent Action Items

A. SolarWinds Service Desk Renewal

Esther Hugo made a motion to Approve consent agenda items.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

B. Ratify contract renewal for Sage Intacct

Esther Hugo made a motion to Approve consent agenda items.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

C. Vendor Invoices for Feb & March

Esther Hugo made a motion to Approve consent agenda items.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

D. Accept Minutes: March Board Meeting

Esther Hugo made a motion to approve the minutes from March Board Meeting on 03-09-26.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

E. Accept Minutes: Spring 2026 Audit Advisory Committee

Esther Hugo made a motion to approve the minutes from Audit Advisory Committee on 04-03-26.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

F. Accept Minutes: Spring 2026 WASC/CIRAC

Esther Hugo made a motion to approve the minutes from Spring CIRAC & WASC Meeting on 04-01-26.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

G. Accept Minutes: Finance Advisory Committee

Esther Hugo made a motion to approve the minutes from Finance Advisory Committee Meeting on 04-22-26.
Amy Obinyan seconded the motion.
Valera Serrano gave a preferential vote to approve this item.
The board **VOTED** unanimously to approve the motion.

VIII. Discussion Items

A. Appreciations by the Board of Directors

The Board formally commended student member Valeria Serrano for her exceptional leadership in independently conceptualizing and executing the highly successful "Waves Connect" alumni networking event. The meeting then concluded with the Board expressing deep gratitude for the seamless and collaborative leadership of Alton Nelson and Liz Martinez throughout the school year.

B. Schedule of Remaining Board of Directors Meetings for 2025-26

2025-26 Remaining Dates:

- **Middle School Promotion:** June 10 at 5pm.
- **Graduation:** June 11 at 6pm.
- **Last Board Meeting:** Jun 15, 2026 at 11am

2026-27 Regular Board Meetings:

- Sept 14, 2026 at 4pm
- Oct 19, 2026 at 4pm
- Dec 14, 2026 at 11am
- Jan 25, 2027 at 11am
- Mar 8, 2027 at 4pm
- May 3, 2027 at 4pm
- June 14, 2027 at 11am

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:57 PM.

Respectfully Submitted,
Alicia Malet Klein

Documents used during the meeting

- Middle School ASB Board Presentation (5_7).pdf
- _ASB Board Report (1).pdf
- 5.7.26 Math Board Presentation - Google Slides.pdf
- May 2026_School Board Report_2025-26 (3).pdf
- MWA CEO Report to the MWA Board_MAY 2026_ABN.docx (2).pdf
- May 2026_Interim ED Board Report.pdf

- 01 MWA March Financials -04.24.26 - Board.pdf
- ED Transition Engagement Staff Session.pdf
- ED Transition Engagement Student Session.pdf
- ED Transition Engagement Parent Session.pdf
- CIRAC Prez May 2026.pptx
- 2026 LCAPWASC Goals.pdf
- 2025-26 LCAP Executive Summary.pdf
- 2026_Local_Control_and_Accountability_Plan_Making_Waves_Academy_Re-Formatted.pdf
- MWA Declaration of Need 2026-2027 cl500 for Board Approval.pdf
- Student handbook 2026-27 Draft.v2-4.17.26-cv.pdf
- Instruction Partners Agreement - 2026-27.pdf
- Making Waves Academy FY25 990 Draft 2_03.26.26.pdf
- MWA 1 year 2026 renewal quote - signed.pdf
- Sage Intacct-2026-27-3.19.2026.pdf
- Bill Payment List - Feb to Mar 2026.pdf

Coversheet

Minutes: June Finance Advisory Committee

Section:	VII. Consent Action Items
Item:	N. Minutes: June Finance Advisory Committee
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Finance Advisory Committee Meeting on June 3, 2026

APPROVED

Making Waves Academy

Minutes

Finance Advisory Committee Meeting

Date and Time
Wednesday June 3, 2026 at 10:00 AM

Location
Please click the link below to join the webinar:
https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0IvNDhZVjlEaGVaOEZBaDg1QT09
Passcode: 933369
Or One tap mobile :
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Or Telephone:
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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.

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Committee Members Present
Alicia Malet Klein (remote), Elizabeth Martinez (remote), Ken Blum (remote), Sid Landman (remote)

Committee Members Absent
None

Guests Present
Alton B. Nelson Jr. (remote), Bryann Fitzpatrick (remote), Lawrence Lee (remote), Mindy Manzo (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 Jun 3, 2026 at 10:02 AM.

C. Public Comment

No public comment.

II. Finance

A. California May Revise Update and FY 27 Preliminary Budget Review

The committee reviewed the Governor's May Revision, which included several positive funding updates for K–12 education, including increases to COLA, special education funding, and student support grants. Discussion focused on how anticipated special education funding increases could support additional staffing and mental health services to meet growing student needs while balancing long-term fiscal sustainability.

B. Multi-Year Projection Update

Staff highlighted modest revenue increases tied to COLA adjustments, continued efforts to right-size the budget, and plans to address growing special education needs through targeted staffing increases. The committee discussed the importance of balancing new investments with long-term sustainability, particularly as one-time funding sources phase out. Members commended staff for reducing overall expenditures, improving budget accuracy, and strengthening the school's financial position while maintaining services for students

C. Miscellaneous

The committee received updates on several ongoing finance projects, including efforts to automate financial and HR processes following the planned departure of a longtime accounts payable staff member. Members discussed succession planning, opportunities to redesign staffing structures, and progress in reducing deferred revenue balances through strategic use of restricted funds. The committee also expressed appreciation for staff leadership and contributions to strengthening financial systems and oversight.

III. Other Business

A. Meeting Slides

2026-27 Finance Advisory Committee Meetings

- Wednesday, August 26, 2026
- Wednesday, November 18, 2026

- Wednesday, February 24, 2027
- Wednesday, April 21, 2027
- Wednesday, June 2, 2027

IV. 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 10:27 AM.

Respectfully Submitted,
Alicia Malet Klein

Documents used during the meeting

- FY27 Preliminary Budget Finance Reports (2nd Draft).pdf
- Executive Summary - 2026-27 Preliminary Budget_FAC_May Revise.docx.pdf
- MYP_June 3.2026.pdf

Coversheet

Unapproved Minutes: Fall WASC/CIRAC

Section: VII. Consent Action Items
Item: O. Unapproved Minutes: Fall WASC/CIRAC
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Fall CIRAC/WASC Meeting on October 15, 2025

APPROVED

Making Waves Academy

Minutes

Fall CIRAC/WASC Meeting

Date and Time
Wednesday October 15, 2025 at 9:00 AM

Location
Please click the link below to join the webinar:
https://mwacademy.zoom.us/j/92100710845?pwd=H6bocA2yrSi1bRbeEFNglXboVEtqiW.1
Passcode: 509135
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+16694449171,,92100710845#,,,,*509135# US
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
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+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
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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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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), Esther Hugo (remote)

Committee Members Absent
None

Guests Present
Ahjia Moore, Alton B. Nelson Jr., Brissa Teodoro, Bryann Fitzpatrick, Elizabeth Martinez, Marjorie McCowan, Masin Persina, Zubida Bakheit

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I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the Curriculum and Instruction Review Advisory Committee Committee of Making Waves Academy to order on Wednesday Oct 15, 2025 at 9:04 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

Committee attendees introduced themselves and the agenda for the meeting was reviewed.

III. Opening

A. Pre-Meeting Questions

Prior to the meeting, the Committee submitted a series of questions and received responses on topics related to instructional practice, coaching, ethnic studies, Edmentum use in courses lacking an appropriately credentialed teacher and AI. In their follow-up discussion, the Committee emphasized the importance of monitoring Edmentum cohorts and requested that additional clarity on the school's AI policy and plans to be presented at a future board meeting. Discussion further included questions about how US student schedules are built.

Making Waves Academy Early College Board Meeting – Agenda - Wednesday, October 15, 2025 at 10:30 AM

IV. Curriculum and Instruction Review

A. Goal 1: Support for All Learners

The Committee discussed faculty coaching practices, noting that coaching continues to center on the school's vision and encourages opportunities for productive struggle in the classroom. Leadership shared that teachers have been open to coaching this year, with an emphasis on empowering students through questioning, guiding, and checking for understanding rather than providing direct answers. Coaching has also focused on ensuring students have dedicated "time in text" to strengthen reading comprehension within ELA courses.The Committee commended the coaching approach and expressed support for the implementation of the grade floor as a step toward equitable grading practices. Members also acknowledged the ongoing work to revamp the SPED model to emphasize inclusion and reduce pull-out interventions, recognizing that this shift will take time to fully establish. After reviewing the data on coaching, the Committee expressed appreciation for the efforts of staff leading these initiatives, especially those new to MWA.

B. Goal 2: College and Career Readiness

The Committee heard about upcoming state graduation requirements mandating courses in both Ethnic Studies and Financial Literacy. MWA already offers a year-long Ethnic Studies program, exceeding the required semester model, and conversations are ongoing about how to align with the new requirements. Updates were shared regarding the CCC's continued efforts to provide students with access to career fairs and scholarship opportunities beyond MWA and MWEF. Career readiness pilots are currently being implemented in grades 8 and 11.
So far this year, students have participated in ten college and career-related trips, with additional trips planned. The week of October 20 will feature College and Career Week, offering events that expose students to a variety of college and career pathways. The Committee will send follow-up questions at a later date due to time constraints.

C. LCAP/WASC Goal 3: Diversity, Equity, and Inclusion

The Committee discussed potential additional metrics to measure community engagement and positive culture, including the percentage of students participating in clubs and the number of applicants for the student board member position. The conversation also explored what integrated family engagement looks like at MWA and the ongoing efforts to standardize the cadence of information shared with families. A significant portion of the discussion focused on Tier 1 interventions and a recent staff training centered on this work. Tier 1 interventions are designed to occur both inside and outside the classroom as part of students' daily experiences, while Tier 2 interventions involve small group check-ins based on specific participation criteria, focusing on social-emotional wellness. It was noted that while the school social worker supports a caseload of 13 students, there were 129 drop-ins during Quarter 1, underscoring the need for stronger Tier 1 and Tier 2 systems. The Coomittee discussed the importance of building

faculty and staff understanding of restorative conversations and ensuring that SEL practices occur in all spaces where students learn and interact.

V. WASC

A. Process Review

The Committee provided feedback on the current WASC drafts for the Chapter 1: Reflections on how we've done since our last self-study, and Chapter 2: Data analysis, noting typos and requesting additional explanations of the insights drawn from the data. Members emphasized the importance of ensuring the drafts reflect the Board's overall perspective on the school's progress since the last self-study and the "whys' behind the progress. Looking ahead, the Committee expressed anticipation for the results of 3: WASC Standards and Chapter 4: School-wide action plan.

VI. Closing Items

A. Action Items/Next Steps

The Committee requested a clearer version of one of the math resources from Goal 1: Support for All Learners, as well as additional information from the staff member unable to attend, will send any questions for Goal 2: College and Career Readiness, and looks forward to seeing continued progress made by the Student Support Services team with Goal 3: Diversity, Equity, and Inclusion. The next iterations of the WASC drafts, including a draft of Chapter 3: WASC Standards will be shared in December's Regular Board Meeting.

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 11:00 AM.

Respectfully Submitted,
Bryann Fitzpatrick

D. Day of Slides

Documents used during the meeting

- Board Pre-Questions_MWA Fall CIRACWASC 2025.pdf
- MWAUS Course Offerings 2025-26 - Sheet1.pdf
- OPTIONAL_ AI Use Policy for Making Waves Academy_07292024.pdf

- OPTIONAL_ MWA AI Pilot Project.pdf
- CIRAC_WASC Fall 2025 Goal 1.pdf
- Fall 2025 CIRAC Goal 2 College and Career Readiness Pre-Read.pdf
- CIRAC_Goal 3 (1).pdf
- 2025 FALL CIRAC_WASC WASC Intro.pdf
- 0. Introduction_Draft.pdf
- Chapter 1_Draft.pdf
- Data Team_WASC Chapter 2.pdf
- OPTIONAL- Updated WASC 2025 Roles and Repsonsibilites.pdf
- CIRAC_WASC Fall 2025 (1).pdf

Coversheet

Unapproved Minutes: November Finance Advisory Committee

Section:	VII. Consent Action Items
Item:	P. Unapproved Minutes: November Finance Advisory Committee
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Finance Advisory Committee Meeting on November 19, 2025

APPROVED

Making Waves Academy

Minutes

Finance Advisory Committee Meeting

Date and Time
Wednesday November 19, 2025 at 10:00 AM

Location
Please click the link below to join the webinar:
https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0IvNDhZVjlEaGVaOEZBaDg1QT09
Passcode: 933369
Or One tap mobile :
US: +16694449171,,82344244988#,,,,*933369# or +16699006833,,82344244988#,,,,*933369#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 444 9171 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 646 931 3860 or +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or +1 386 347 5053 or +1 564 217 2000
Webinar ID: 823 4424 4988
Passcode: 933369
International numbers available: https://mwacademy.zoom.us/u/kIOKXnpaN

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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 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.*

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Committee Members Present
Alicia Malet Klein (remote), Lori Crawford (remote)

Committee Members Absent
Ken Blum, Sid Landman

Guests Present
Alton B. Nelson Jr. (remote), Bryann Fitzpatrick (remote), Elizabeth Martinez (remote), Lawrence Lee (remote), Mindy Manzo (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 Nov 19, 2025 at 10:02 AM.

C. Public Comment

No public comment.

II. Finance

A. Projects in Progress

COO Elizabeth Martinez and the team provided updates on finance projects.

Accounting Firm Engaged: MWA hired Edge Pursuit (accounting firm) for services, allowing on-site staff to focus on Controller-level work.

System Improvements: Additional Accounts Payable features are being activated in Sage Intacct to streamline approvals.

Financial Planning: The three-year benefactor projection was completed. The team is now focusing on deferred revenue planning for the Second Interim and upcoming budget.

Compliance & Team Focus: Work is underway to structure the annual compliance calendar. Ongoing efforts are focused on building internal process consistency and staff mentorship within the Finance team.

B. First Interim Review

The board reviewed the first interim, noting savings from reduced vacancies and conservative budgeting after an unexpected drop in SB740 rent reimbursement.

Members shared appreciations for this year's interim budget proactively reflects unfilled positions, and they commended the team for the clarity and thoroughness of the report.

C. Miscellaneous Updates

The team provide an update on the annual audit progress:

- annual audit filing is delayed, but all required steps have been taken with the authorizer
- auditors are continuing work while waiting on the single-audit supplement
- all fieldwork is essentially complete and a draft is under review.

D. FY25 FAC Meeting Calendar

- ~~September 3, 2025~~
- ~~November 19, 2025~~
- March 4, 2026
- April 22, 2026
- June 3, 2026

The meeting closed with appreciation for the finance team's smooth operations, tight management, and responsiveness, followed by a quick review of upcoming meeting dates.

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 10:47 AM.

Respectfully Submitted,
Alicia Malet Klein

Documents used during the meeting

- Executive Summary - 2025-26 1st Interm Budget-FAC.pdf
- Copy of FAC Nov 2025.pdf