

**MICROCOLLEGE PROGRAM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”) is entered into on October 15, 2020 by and between **Making Waves Academy** located at 4123 Lakeside Drive, Richmond, CA 94906 (“**Charter**”) and **Honors Pathway, PBC**, a Delaware Public Benefits Corporation (“**HP**”) located at 1111 Broadway, 3rd Floor, Oakland, CA 94607. HP and Charter are referred to collectively in this MOU as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS the Parties share the mission of significantly increasing college completion rates for low-income and underprepared high school graduates;

WHEREAS HP entered into a MicroCollege Program Management Agreement dated July 2, 2018 with William Jessup University (“**University**”) pursuant to which University and HP agreed to collaborate to offer University certificate and two-year degree programs that are (a) taught in a small class setting with intensive support, (b) designed to prepare low-income and academically vulnerable students for success in four year college degree programs and professional careers, and (c) have reduced tuition requiring no out-of-pocket cost to low-income students or families (“**MicroCollege Programs**” or “**Programs**”);

WHEREAS HP and University have determined that MicroCollege Programs may only be offered in collaboration with public high schools where high school staff assist HP and University in identifying students who hope to earn a college degree, need additional support to transition successfully college, and will benefit from participation in MicroCollege Programs;

WHEREAS Charter has determined that some of its current students would benefit from the opportunity to participate in MicroCollege Programs after graduating from high school (“**Students**”);

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1. **Program Awareness.** Charter and/or its high schools will use reasonable efforts to ensure that high school seniors enrolled at high schools operated by Charter and their parents or guardians are aware of the Program and its potential benefits. Specifically, Charter agrees that each high school operated by Charter shall (a) host one or more student assemblies for seniors during the fall of the senior year where Program Staff can discuss the benefits of the Program with students and (b) schedule one or more information sessions where Program Staff can discuss the Program with parents and guardians who are interested in learning about the

Program.

2. **Financial Aid Support for High School Seniors.** As part of its admission process, HP conducts mandatory financial aid support workshops and provides financial aid follow up support (as needed) for prospective students and their parents or guardians to assist them with completing the FAFSA (“FAFSA Support”). HP agrees to make FAFSA Support available to all students at high schools operated by Charter. Further, HP agrees that FAFSA Support will be offered at no cost to high schools operated by Charter, students and families.

3. **Program Admission Process.** The Parties further agree that for prospective students to be admitted into the Program, they must (a) complete a short application, (b) have their high school transcript and records reviewed by HP and University, (c) attend a FAFSA workshop, and (d) be recommended for admission to the Program by Charter staff. Charter understands that, unlike traditional college degree and certificate programs, preference for admission to MicroCollege Programs will be given to lower performing high school students who can benefit from Programs. For clarity, to the extent the number of applicants to the Program exceeds the number of available slots, HP and University reserve the right to prioritize for admission students with the greatest academic need and who would benefit most from the Program.

4. **Staff Training and Activities outside of the Regular Workday.** The Parties agree that HP may host MicroCollege-related activities outside of the regular school day that may be attended by Charter personnel (e.g., family information sessions). The Parties acknowledge that Charter personnel are not obligated to participate in these activities and any participation by Charter personnel will be on a voluntary basis. Notwithstanding the foregoing, HP agrees to provide training for Charter personnel on implementing the MicroCollege program at least annually. HP agrees that it shall pay Charter personnel directly for any training that occurs outside of their regular workday. In addition, HP shall pay Charter personnel for any Program-related activities (e.g., attendance at evening and weekend information sessions or other events) that occur outside of the regular workday. In addition, HP agrees that, at least annually, it will offer professional development opportunities for Charter personnel to learn about best practices related to the postsecondary transition of high school students, in general, and to share information, best practices, and learnings with personnel from other high schools that offer MicroCollege to their student.

5. **No Cost to Low-Income Students.** HP acknowledges that low-income students who participate in the Program will have their University tuition reduced to the amount of federal and state aid, grants and scholarships available to the Students (“Program Tuition”). Further, HP acknowledges that Program Tuition includes the cost of all required books and course material along with a laptop computer for use during the Program. Since the mission of the Program is to help low-income students successfully transition to college, HP and University reserve the right to restrict admission to the Program to low-income students eligible for federal and state aid.

6. **No Statement of Faith.** Although University is a faith-based institution, the Parties

acknowledge that MicroCollege Programs are secular, the goal of which are to increase college completion rates for students from traditionally underserved communities regardless of their religious affiliation. Consequently, HP acknowledges that students and faculty may participate in the Program without regard to their religious affiliation and University will not require Students or Faculty to acknowledge or reveal their religious affiliation, including requiring them to sign a statement of faith or community covenant.

7. **Costs and Expenses.** Each Party shall be responsible for its own costs and expenses incurred in connection with the implementation and administration of the Program.

8. **Term and Termination.** Subject to the termination provisions outline below, this agreement shall remain in effect until June 30, 2025.

9. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered by mail addressed as follows:

If to Honors Pathway, at:

Eugene V. Wade, Jr.
Honors Pathway, PBC
1111 Broadway, 3rd Fl
Oakland, CA 94607
gene@honorspathway.org

If to Charter, at:

SUPERINTENDENT
CHARTER NAME
ADDRESS
CITY, STATE
EMAIL ADDRESS

10. **Entire Understanding.** This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and except as specifically provided herein may not be modified or amended except by written agreement of all of the Parties.

11. **Applicable Law.** The laws of the State of California shall govern the construction, interpretation and enforcement of this Agreement.

12. **Entirety of Agreement.** This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

13. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement effective the day and year first above written.

CHARTER

HONORS PATHWAY, PBC

By: _____
(Signature)

Name: Alton B. Nelson, Jr.
Its: Chief Executive Officer

By: _____
(Signature)

Name: Eugene V. Wade, Jr.
Its: Chief Executive Officer