

AGENDA

LOS ANGELES COUNTY BOARD OF EDUCATION

9300 Imperial Highway, Downey, CA 90242

Phone (562) 922-6128 Fax (562) 469-4399

Board Member Remote Participation:

TO LISTEN BY TELEPHONE: (669) 900-9128

Meeting ID: 822 2518 9839

Passcode: 241814

TO LISTEN TO THE AUDIO STREAM ONLINE: <https://tinyurl.com/LACOEBoardMeeting>

Meeting ID: 822 2518 9839

Passcode: 241814

No. 17: 2024-2025

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Board Meeting January 21, 2025 3:00 p.m.

I. PRELIMINARY ACTIVITIES – 3:00 p.m.

- Dr. Johnson
 - Mrs. Forrester
 - Dr. Duardo
 - Dr. Johnson
- A. Call to Order
 - B. Pledge of Allegiance
 - C. Ordering of the Agenda
 - D. Approval of the Minutes
 - 1. January 7, 2025

II. COMMUNICATIONS: BOARD OF EDUCATION / SUPERINTENDENT / HEAD START POLICY COUNCIL / PUBLIC

III. PRESENTATIONS

- Dr. Ramirez
- A. Recognition of Head Start and Early Learning Division Golden Apple Awards

IV. HEARINGS

- Ms. Andrade
- A. Public Hearing on *Magnolia Science Academy-3*, Grades 6-12: Renewal Petition (Enclosure)

V. REPORTS / STUDY TOPICS

- Dr. Simon
- Dr. Simon
- A. Uniform Complaint Procedure Quarterly Report for Educational Programs, October 1 to December 31, 2024
- B. Local Control and Accountability Plan (LCAP) Parent Engagement Update

VI. CONSENT CALENDAR RECOMMENDATIONS

- A. Adoption of Board Resolution No. 34: To Recognize February 3-7, 2025, as National School Counseling Week
- B. Adoption of Board Resolution No. 35: To Recognize National African American History Month, during the Month of February 2025
- C. Adoption of Board Resolution No. 36 Emergency Board Resolution: Request for Los Angeles County Board of Education to Waive Bid Option for the Duration of the [insert date] Los Angeles Board of Supervisors declared Existence of a local emergency as a result of the fire events and windstorm conditions in Los Angeles County

- D. Acceptance of Project Funds No. 34
- E. Acceptance of Project Funds No. 35
- F. Acceptance of Project Funds No. 36
- G. Acceptance of Project Funds No. 37
- H. Acceptance of Project Funds No. 38
- I. Acceptance of Project Funds No. 39
- J. Acceptance of Project Funds No. 40
- K. Acceptance of Gifts No. 12
- L. Acceptance of Gifts No. 13
- M. Acceptance of Gifts No. 14
- N. Acceptance of Gifts No. 15
- O. Acceptance of Gifts No. 16

VII. RECOMMENDATIONS

- Dr. Ramirez A. Approval of Student Board Member for 2024-25

CLOSED SESSION

- Ms. Andrade A. Conference with Legal Counsel – Pending Litigation – One Case Pursuant to Government Code section 54956.9(a)(d)(1)
- *People v. County of Los Angeles, et al.*, L.A.S.C., Case No. 21STCV01309

VIII. INFORMATIONAL ITEMS

- Dr. Duardo A. Governmental Relations
- Dr. Duardo B. Los Angeles County Board of Education Meeting Schedule, Establishment of Meeting Times, Future Agenda Items, Follow up

IX. WILLIAMS LEGISLATION COMPLAINT

- Dr. Simon A. Williams Legislation Complaint at Dorothy Kirby

X. INTERDISTRICT AND EXPULSION APPEAL HEARINGS

- Dr. Johnson A. Los Angeles County Board of Education’s Decision on Interdistrict Attendance Appeals (Closed Session) (Enclosure)
- 1. Justin B. v. Paramount USD
 - 2. Rose B. v. Azusa USD
 - 3. Richard B. v. Azusa USD
 - 4. Jose B. v. Azusa USD
- Dr. Johnson B. Los Angeles County Board of Education’s Decision on Expulsion Appeal **(Closed Session)** (Enclosure)
- 1. 2425-0001 v. Los Angeles USD

- Dr. Johnson **XI. ADJOURNMENT**

**MINUTES
LOS ANGELES COUNTY BOARD OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890
Tuesday, January 7, 2025**

A meeting of the Los Angeles County Board of Education was held on Tuesday, January 7, 2025, at the Los Angeles County Office of Education Board Room.

PRESENT: Mr. James Cross, Mrs. Andrea Foggy-Paxton, Dr. Monte Perez, Dr. Theresa Montaña, Ms. Betty Forrester, Dr. Yvonne Chan, and Dr. Stanley Johnson, Jr.; Student Board Member: Ms. Jimena

ABSENT: None.

OTHERS PRESENT: Dr. Debra Duardo, Superintendent; Administrative Staff: Ms. Gloria A. Ledezma, Executive Assistant, Educational Programs.

PRELIMINARY ACTIVITIES

CALL TO ORDER

Dr. Johnson called the meeting to order at 3:05 p.m.

Dr. Johnson read the LACOE Land Acknowledgement.

PLEDGE OF ALLEGIANCE

Ms. Jimena led the Pledge of Allegiance.

ORDERING OF THE AGENDA

Dr. Duardo indicated interdistrict attendance appeal no. 4 was released by the district.

It was **MOVED** by Dr. Chan, **SECONDED** by Mr. Cross, and **CARRIED** to approve the Board agenda as amended.

Yes vote: Ms. Jimena, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

APPROVAL OF THE MINUTES -

- December 17, 2024 - *The minutes were approved as presented.*

It was **MOVED** by Mr. Cross, **SECONDED** by Dr. Chan and **CARRIED** to approve the December 17, 2024 minutes as presented.

Yes vote: Ms. Jimena, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

COMMUNICATIONS: BOARD / SUPERINTENDENT

Ms. Jimena welcomed schools and incoming Student Board Member Ms. Sanai.

Dr. Chan wished everyone a happy new year and hopes to work together in 2025 on a shared future that is hopeful and peaceful.

Ms. Forrester wished everyone a happy new year and expressed her desire for the Board to focus and resolve to be more inclusive, work closer with unions and include activities that are both formal and informal. She encouraged groups to contact the Board to work together. The Board is here for them.

Mr. Cross wished everyone a great new year and encouraged everyone to be optimistic and confident.

Dr. Montaña wished everyone a Feliz ano nuevo. She hopes 2025 is full of joy and justice and for everyone to keep their eyes and hearts open. She thanked staff for moving quickly on immigration issues.

Ms. Foggy-Paxton wished everyone a happy new year. She shared she attended the _____ as a presenter and served on the panel that led a discussion about civic education and the power of one's voice. She highlighted the importance of the student voice in improving student outcomes and encouraged helping others engage.

Dr. Johnson wished everyone a happy 2025.

Dr. Duardo, Superintendent, provided the following highlights to the County Board:

Supporting Immigrant Students and Families

- Yesterday, we held our first workshop, Legal Protections for Immigrant Students: A Guide for Educators.
- Our team is offering this training multiple times over the next two weeks and are making ourselves available as requested.
- We have trained a cohort of our LACOE staff to be able to be as responsive as needed to requests from our LEAs.
- I want to thank all of our LACOE team members who are part of this work, especially Mr. Fredy Ruiz, our Immigration Relations Coordinator.
- At the workshop yesterday, we had over 50 superintendents, assistant superintendents, administrators, teachers, coordinators, support staff, and parent advocates attend.
- There were participants from large and small districts, charter schools, delegate agencies and the California Teacher's Association.
- Supporting our students in L.A. County is a shared responsibility, and LACOE is here to support.

BEST Project

- Background

- The BEST Project has been a significant and ambitious undertaking for LACOE, initiated before your tenure as Superintendent.
- We are now advancing through the second phase of the project—the more critical and complex HCM implementation, which directly impacts employee pay.
- Commitment to Continuous Improvement
 - To support ongoing improvement, we conducted listening sessions with agencies that have already gone live.
 - These sessions provided valuable insights to inform our implementation strategies and address potential challenges proactively.
- Progress Update
 - Agencies Live:
 - To date, 38 out of 97 agencies have successfully transitioned to the new system.
 - Listening Sessions Conducted:
 - Two sessions with end users from live agencies.
 - Two sessions with leadership, including Assistant Superintendents, Chief Business Officers, and Superintendents from live agencies.
 - Audience Groups for Listening Sessions:
 - HCM System Users.
 - District leadership (Assistant Superintendents, CBOs, and Superintendents).
 - Representatives from 23 live agencies.
- Participation Summary
 - Total attendance across all sessions: 170 participants.
- You will be receiving an update from the Project at the end of this month or early February.

COMMUNICATIONS: PUBLIC

The following individuals addressed the County Board: Mr. David Olivares, President of the Los Angeles County Education Association, Keri N., a student, and Susan Kolahi, a parent.

PRESENTATIONS (None)

HEARINGS (None)

REPORTS / STUDY TOPICS (None)

RECOMMENDATIONS

ADOPTION OF BOARD RESOLUTION NO. 32 TO RECOGNIZE THE YEAR 2025 AS THE “LOS ANGELES COUNTY OFFICE OF EDUCATION’S REAFFIRMATION OF ITS COMMITMENT TO ALL STUDENTS”

The Superintendent recommended that the County Board approve Board Resolution No. 32.

It was **MOVED** by Ms. Jimena, **SECONDED** by Mr. Cross, and **CARRIED** to approve Board Resolution No. 32

Ashley Englunder, teacher at the Los Angeles Unified School District, and David Navar, President of the Montebello Teachers Association provided public comment for this item.

Yes vote: Ms. Jimena, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

ADOPTION OF BOARD RESOLUTION NO. 33 TO REAFFIRM THE VALUE OF HEAD START, TO THE LOS ANGELES COUNTY OFFICE OF EDUCATION AND THE CHILDREN, FAMILIES, AND COMMUNITIES IT SERVES, AS IT CELEBRATES ITS 60TH ANNIVERSARY IN THE YEAR 2025

The Superintendent recommended that the County Board approve Board Resolution No. 33.

It was **MOVED** by Ms. Forrester, **SECONDED** by Mr. Cross, and **CARRIED** to approve Board Resolution No. 33.

There was no public comment for this item.

Yes vote: Ms. Jimena, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

APPROVAL OF CONSOLIDATED REDEVELOPMENT OVERSIGHT BOARD APPOINTMENT – SUPERVISORIAL DISTRICT 1

The Superintendent recommended that the County Board approve the Consolidated Redevelopment Oversight Board Appointment – Supervisorial District 1.

It was **MOVED** by Dr. Chan, **SECONDED** by Mr. Cross, and **CARRIED** to approve the Consolidated Redevelopment Oversight Board Appointment – Supervisorial District 1.

There was no public comment for this item.

Yes vote: Ms. Jimena, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

INFORMATIONAL ITEMS

GOVERNMENTAL RELATIONS

Ms. Pam Gibbs, Director of Governmental Relations provided a report to the County Board.

LOS ANGELES COUNTY BOARD OF EDUCATION MEETING SCHEDULE, ESTABLISHMENT OF MEETING TIMES, FUTURE AGENDA ITEMS, AND BOARD FOLLOW UP

Dr. Duardo indicated she and Dr. Johnson would discuss the possible cancelation of the January 14, 2025 Board meeting.

The County Board took a short break.

Ms. Jimena left the Board meeting at 4:36 p.m.

**LOS ANGELES COUNTY BOARD OF EDUCATION'S DECISION
ON INTERDISTRICT AND ATTENDANCE APPEALS**

**URIEL S. V. LYNWOOD UNIFIED SCHOOL DISTRICT (SPANISH
INTERPRETER)**

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present but was represented by his father, Mr. Pascual Salgado. Dr. Maribel Martinez, Director of Student Services, represented Lynwood Unified School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson. The appeal was granted.

**MELODY M. v. BURBANK UNIFIED SCHOOL DISTRICT (SPANISH
INTERPRETER)**

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present and was represented by her grandmother, Ms. Laura Parra. Ms. Julie Markussen, Director of Student Services, represented Burbank Unified School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson. The appeal was granted.

BENJAMIN L. V. LAWDALE ELEMENTARY SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present and was represented by her mother, Ms. Yesenia Enciso. Mr. Alberto Paredes, Director of Student Support Services, represented Lawndale Elementary School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson. The appeal was granted.

JESSICA N. V. LONG BEACH UNIFIED SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

Long Beach Unified School District released the appeal.

MAKAYLA R. V. SOUTH WHITTIER SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present but was represented by his mother, Ms. Louise Rivas. Dr. Reanna Mendoza, Director of Assessment, Accountability, and Parent Engagement, represented the South Whittier School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montañó, and Dr. Johnson. The appeal was granted.

JAYLA R. V. SOUTH WHITTIER SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present but was represented by his mother, Ms. Louise Rivas. Dr. Reanna Mendoza, Director of Assessment, Accountability, and Parent Engagement, represented the South Whittier School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montañó, and Dr. Johnson. The appeal was granted.

ISAIAH R. R. V. SOUTH WHITTIER SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present but was represented by his mother, Ms. Louise Rivas. Dr. Reanna Mendoza, Director of Assessment, Accountability, and Parent Engagement,

represented the South Whittier School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson. The appeal was granted.

DANIEL R. R. V. SOUTH WHITTIER SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present but was represented by his mother, Ms. Louise Rivas. Dr. Reanna Mendoza, Director of Assessment, Accountability, and Parent Engagement, represented the South Whittier School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson. The appeal was granted.

ADRIANA R. R. V. SOUTH WHITTIER SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Shelley Gill, Deputy General Counsel II represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Dr. Sonya Smith, Director III for Student Support Services, Los Angeles County Office of Education, were also present.

The appellant was not present but was represented by his mother, Ms. Louise Rivas. Dr. Reanna Mendoza, Director of Assessment, Accountability, and Parent Engagement, represented the South Whittier School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson. The appeal was granted.

ADJOURNMENT

It was **MOVED** by Mr. Cross, **SECONDED** by Dr. Montaña, and **CARRIED** to adjourn the Board meeting.

Yes vote: Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

This meeting adjourned at 7:35 p.m.

Board Meeting – January 21, 2025

Item III. Presentations

A. Recognition of Head Start and Early Learning Division Golden Apple Awards

The Superintendent and the County Board will recognize two exceptional Head Start and Early Head Start educators by presenting the Eleventh Annual Golden Apple Award.

The Golden Apple recognizes individuals who demonstrate exemplary early childhood education practices and meet the criteria for an outstanding educator.

LACOE encouraged all delegate agencies to nominate up to two deserving educators from their Head Start and Early Head Start programs.

A committee of child development and education specialists reviewed the nominations and selected:

1. Anthony Marroquin, Early Head Start teacher, Garvey School District
2. Elsa Guerrero, Head Start teacher, Mountain View School District

Board Meeting – January 21, 2025

Item IV. Hearings

A. Public Hearing on *Magnolia Science Academy-3, Grades 6-12: Renewal Petition* (Enclosure)

Magnolia Science Academy-3 has submitted its renewal petition to the Los Angeles County Office of Education. Education Code (EC) section 47607(b) provides that renewals and material revisions of charters shall be governed by the standards and criteria in Section 47605.

EC section 47605(b) provides that no later than 60 days after receiving a charter petition, the Los Angeles County Board of Education (County Board) shall hold a public hearing for the purpose of determining the level of support for the charter petition by teachers, employees and parents.

Within 90 days, the County Board shall review the petition and information provided at the public hearing and either grant or deny the petition unless a 30-day extension is agreed to by the petitioner and the County Board.

Los Angeles County Office of Education
Charter School Office
12830 Columbia Way
Downey, CA 90242
(562) 922-8806

Notice of Submission: Petition to Renew a Charter

- Charter Type: Previously Authorized on Appeal (EC 47605)
 Direct to County Board (EC 47605.5)
 Countywide (EC 47605.6)

Submit form with petition documents

Please print or type

Name of Charter School: MAGNOLIA SCIENCE ACADEMY - 3

Contact Information:

Name of lead petitioner(s) / relationship to charter school: ALFREDO RUBALCAVA
CEO & SUPERINTENDENT

Name of lead contact (if not petitioner): _____

Address: Street 250 E. 1ST STREET SUITE 1500
City LOS ANGELES
State/Zip code CA, 90012

Telephone number(s): Office (213) 628-3634
Mobile _____

FAX number: (714) 362-9588

Email: ARUBALCAVA@MAGNOLIAPUBLICSCHOOLS.ORG

School Information:

Enrollment: Current: 405 Proposed: 449

Grade levels: Current: 6-12 Proposed: 6-12

Current school address: Street 1254 EAST HELMICK ST.

If more than one site, provide main site here; attach list of additional site addresses. City CARSON State/Zip code CA, 90746

Will the school remain at the current site(s)? Yes/No _____ If no, attach explanation and new address(es)

Notice of Submission:

Signature of lead petitioner(s): Alfredo Rubalcava

Date of Charter Petition Appeal Submission: January 7, 2025

Los Angeles County Office of Education
Charter School Office

Petitioner's certification will provide an assurance that the petition submission is complete. Following the charter submission, LACOE will notify the petitioner in writing of charter submission receipt.

In preparation for a scheduled public hearing, the petitioner shall have no less than five working days to confirm the submitted file of Sections I through IV do not require redaction and may be published as is. These documents are made available to the public as well as the County Board and LACOE staff. It is the petitioner's responsibility to redact sensitive information (i.e., personal contact information, bank account numbers, etc.) 10 days prior to posting of the electronic copy for the public hearing.

LACOE reserves the right to request additional documents and information as necessary to provide the County Board with a complete understanding of the proposed charter.

LACOE may conduct a facilities inspection as part of the petition review process or prior to opening, if authorized.

Required Certification

Submission of a petition and this signed document certifies that:

1. The governing board has taken action to approve the submittal of the renewal petition, including budgets and supporting documents.
2. The governing board has taken action to approve submission of the petition to the County Board.
3. The governing board and lead petitioner(s) have **read, understand, and intend** to adhere to the requirements outlined in this document, the *Overview of the Process for Considering a Petition to Renew a Charter Authorized by the County Board**; Los Angeles County Board Policies and Administrative Regulations regarding Charter Schools**; and the *LACOE Monitoring and Oversight Memorandum of Understanding (MOU)****.
4. The governing board and lead petitioner(s) certify that this charter petition submission is deemed complete, true, and correct.

Printed name of board signatory: Mekan Muhammed

Signature of board signatory: [Signature] Date: 9/12/24

Printed name of lead petitioner(s): Alfredo Rubalcava

Signature of lead petitioner(s): [Signature] Date: 9/12/24

*Please review the document, *Overview of the Process for Considering a Petition to Renew a Charter Authorized by the County Board* or contact the Charter School Office for additional information.

**Los Angeles County Board Policies and Regulations are available at
<http://gamutonline.net/district/lacoe/PolicyCategoryList/2422/0>

***The Charter School Monitoring and Oversight MOU is available at
https://www.lacoe.edu/Portals/0/LACOE/CharterSchools/1%20MOU_Template_FINAL_11-2018.pdf



Magnolia Science Academy - 3
Charter Renewal Petition

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MAGNOLIA SCIENCE ACADEMY #3

2017-2022 CHARTER TERM

GOAL #1: All students will pursue academic excellence and be college/career ready.

Measurable Outcomes	School Performance			Result	
1- Charter School's teachers will be appropriately assigned and fully credentialed as required by law and the charter.	Year		Teacher Credentialing		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 3 of 6 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	81.6%	
		2021-2022	100%	77.5%	
		2022-2023	100%	77.9%	
2023-2024	100%	N/A			
2- Students will have sufficient access to standards-aligned instructional materials.	Year		State Standards Materials		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
2023-2024		100%	100%		
3- Items on facility inspection checklists will be in compliance/good standing.	Year		School Facilities		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥90%	100%	Met for 7 of 7 years
		2018-2019	≥90%	100%	
		2019-2020	≥90%	100%	
		2020-2021	≥90%	100%	
		2021-2022	≥90%	100%	
		2022-2023	≥90%	100%	
2023-2024		≥90%	100%		
4- Charter School will provide implementation of CCSS for all students.	Year		State Standards		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
2023-2024		100%	100%		
5- All student subgroups will meet or exceed proficiency targets in English Language Arts/Literacy on the CAASPP assessment system.	Year		CAASPP - ELA		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	44%	41.58%	Met for 1 of 6 years
		2018-2019	45%	35.67%	
		2019-2020	46%	N/A	
		2020-2021	50%	69.76%	
2021-2022		55%	33.18%		

		2022-2023	55%	32.66%	
		2023-2024	55%	36.37%	
EL		2017-2018	35%	16.67%	Not met
		2018-2019	40%	5.88%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	0.00%	
		2022-2023	55%	0.00%	
		2023-2024	55%	N/A Fewer than 11	
		SD		2017-2018	
2018-2019	42%			39.75%	
2019-2020	45%			N/A	
2020-2021	50%			71.88%	
2021-2022	55%			33.13%	
2022-2023	55%			33.08%	
2023-2024	55%			30.92%	
Foster		2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A Fewer than 11	
		2023-2024	55%	N/A Fewer than 11	
SpEd		2017-2018	35%	27.59%	Not met
		2018-2019	40%	5.88%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	5.88%	
		2022-2023	55%	17.39%	
		2023-2024	55%	8%	
African American		2017-2018	37%	35.91%	Not met
		2018-2019	40%	31.65%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	25.30%	
		2022-2023	55%	29.49%	
		2023-2024	55%	32.67%	
American Indian		2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	

		2021-2022	55%	N/A			
		2022-2023	55%	N/A			
		2023-2024	55%	N/A			
	Asian	2017-2018	35%	N/A Fewer than 11	N/A		
		2018-2019	40%	N/A Fewer than 11			
		2019-2020	45%	N/A Fewer than 11			
		2020-2021	50%	N/A Fewer than 11			
		2021-2022	55%	N/A Fewer than 11			
		2022-2023	55%	N/A			
		2023-2024	55%	N/A			
		Filipino	2017-2018	35%		N/A Fewer than 11	N/A
			2018-2019	40%		N/A	
	2019-2020		45%	N/A			
	2020-2021		50%	N/A			
	2021-2022		55%	N/A Fewer than 11			
	2022-2023		55%	N/A			
	2023-2024		55%	N/A			
	Latino	2017-2018	48%	47.94%	Met for 1 of 6 years		
		2018-2019	49%	39.74%			
		2019-2020	51%	N/A			
		2020-2021	53%	75.75%			
		2021-2022	55%	37.29%			
		2022-2023	55%	32.74%			
		2023-2024	55%	36.61%			
	Native Hawaiian/PI	2017-2018	35%	N/A	N/A		
		2018-2019	40%	N/A Fewer than 11			
		2019-2020	45%	N/A			
2020-2021		50%	N/A				
2021-2022		55%	N/A Fewer than 11				
2022-2023		55%	N/A				
2023-2024		55%	N/A				
Two or More Races	2017-2018	55%	N/A Fewer than 11	N/A			
	2018-2019	56%	N/A Fewer than 11				
	2019-2020	57%	N/A				
	2020-2021	58%	N/A Fewer than 11				
	2021-2022	59%	N/A Fewer than 11				

		2022-2023	59%	N/A Fewer than 11	N/A
		2023-2024	55%	N/A Fewer than 11	
	White	2017-2018	35%	N/A Fewer than 11	
		2018-2019	40%	N/A Fewer than 11	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A Fewer than 11	
		2023-2024	55%	N/A Fewer than 11	
6- All student subgroups will meet or exceed proficiency targets in math on the CAASPP assessment system.	Year		CAASPP - Math		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	35%	21.05%	Not met
		2018-2019	40%	17.37%	
		2019-2020	45%	N/A	
		2020-2021	50%	34.09%	
		2021-2022	55%	18.44%	
		2022-2023	55%	8.50%	
		2023-2024	55%	17.19%	
	EL	2017-2018	35%	11.11%	Not met
		2018-2019	40%	0.00%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	7.69%	
		2022-2023	55%	0.00%	
		2023-2024	55%	N/A Fewer than 11	
	SD	2017-2018	35%	21.22%	Not met
		2018-2019	40%	18.82%	
		2019-2020	45%	N/A	
		2020-2021	50%	35.48%	
		2021-2022	55%	18.56%	
		2022-2023	55%	10.45%	
		2023-2024	55%	15.03%	
	Foster	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A Fewer than 11	
2022-2023		55%	N/A		

				Fewer than 11	
		2023-2024	55%	N/A	
	SpEd	2017-2018	35%	36.67%	Met for 1 of 5 years
		2018-2019	40%	0.00%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	11.11%	
		2022-2023	55%	0.00%	
		2023-2024	55%	3.70%	
		African American	2017-2018	35%	
	2018-2019		40%	12.03%	
	2019-2020		45%	N/A	
	2020-2021		50%	N/A Fewer than 11	
	2021-2022		55%	12.64%	
	2022-2023		55%	6.41%	
	2023-2024		55%	15.84%	
	American Indian	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Asian	2017-2018	35%	N/A Fewer than 11	N/A
		2018-2019	40%	N/A Fewer than 11	
		2019-2020	45%	N/A Fewer than 11	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Filipino	2017-2018	35%	N/A Fewer than 11	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Latino	2017-2018	35%	23.81%	Not met
		2018-2019	40%	21.16%	
		2019-2020	45%	N/A	

		2020-2021	50%	40.63%		
		2021-2022	55%	21.85%		
		2022-2023	55%	9.64%		
		2023-2024	55%	16.81%		
	Native Hawaiian/PI	2017-2018	35%	N/A	N/A	
		2018-2019	40%	N/A Fewer than 11		
		2019-2020	45%	N/A		
		2020-2021	50%	N/A		
		2021-2022	55%	N/A Fewer than 11		
		2022-2023	55%	N/A		
		2023-2024	55%	N/A		
		Two or More Races	2017-2018	35%		N/A Fewer than 11
	2018-2019		40%	N/A Fewer than 11		
	2019-2020		45%	N/A		
	2020-2021		50%	N/A Fewer than 11		
	2021-2022		55%	N/A Fewer than 11		
	2022-2023		55%	N/A Fewer than 11		
	2023-2024		55%	N/A Fewer than 11		
	White		2017-2018	35%	N/A Fewer than 11	N/A
		2018-2019	40%	N/A Fewer than 11		
		2019-2020	45%	N/A		
		2020-2021	50%	N/A Fewer than 11		
		2021-2022	55%	N/A Fewer than 11		
		2022-2023	55%	N/A Fewer than 11		
		2023-2024	55%	N/A		
		7- All student subgroups will meet or exceed proficiency targets on the Reading/ELA section of our internal, common-core aligned Measures of Academic Progress (MAP) assessment.	Year		MAP - ELA	
			Goal	Actual		
	All Students		2017-2018	35%	54.29%	Met for 6 of 6 years
2018-2019			40%	50.61%		
2019-2020			45%	N/A		
2020-2021			50%	50.2%		
2021-2022			55%	60.1%		
2022-2023			55%	58.5%		
2023-2024			55%	61.3%		
EL	2017-2018		35%	42.86%	Met for 6 of 6 years	
	2018-2019	40%	62.50%			

		2019-2020	45%	N/A	
		2020-2021	50%	60.0%	
		2021-2022	55%	76.9%	
		2022-2023	55%	60.0%	
		2023-2024	55%	69.2%	
	SD	2017-2018	35%	N/A	Met for 4 of 5 years
		2018-2019	40%	50.81%	
		2019-2020	45%	N/A	
		2020-2021	50%	49.1%	
		2021-2022	55%	60.0%	
		2022-2023	55%	56.2%	
		2023-2024	55%	66.2%	
	Foster	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	SpEd	2017-2018	35%	57.14%	Met for 4 of 6 years
		2018-2019	40%	46.67%	
		2019-2020	45%	N/A	
		2020-2021	50%	59.4%	
		2021-2022	55%	50.0%	
		2022-2023	55%	60.0%	
		2023-2024	55%	48.8%	
	African American	2017-2018	35%	N/A	Met for 3 of 5 years
		2018-2019	40%	48.25%	
		2019-2020	45%	N/A	
		2020-2021	50%	50.0%	
2021-2022		55%	51.4%		
2022-2023		55%	62.3%		
2023-2024		55%	53.8%		
American Indian	2017-2018	35%	N/A	N/A	
	2018-2019	40%	N/A		
	2019-2020	45%	N/A		
	2020-2021	50%	N/A		
	2021-2022	55%	N/A		
	2022-2023	55%	N/A		
	2023-2024	55%	N/A		
Asian	2017-2018	35%	N/A	N/A	
	2018-2019	40%	N/A		
	2019-2020	45%	N/A		
	2020-2021	50%	N/A		
	2021-2022	55%	N/A		
	2022-2023	55%	N/A		
	2023-2024	55%	N/A		

	Filipino	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Latino	2017-2018	35%	N/A	Met for 5 of 5 years
		2018-2019	40%	52.73%	
		2019-2020	45%	N/A	
		2020-2021	50%	50.9%	
		2021-2022	55%	65.0%	
		2022-2023	55%	56.1%	
		2023-2024	55%	65.0%	
	Native Hawaiian/PI	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Two or More Races	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
White	2017-2018	35%	N/A	Met for 3 of 3 years	
	2018-2019	40%	50.00%		
	2019-2020	45%	N/A		
	2020-2021	50%	60.0%		
	2021-2022	55%	N/A		
	2022-2023	55%	N/A		
	2023-2024	55%	100.0%		
8- All student subgroups will meet or exceed proficiency targets on the math section of our internal, common-core aligned Measures of Academic Progress (MAP) assessment.	Year		MAP - Math		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	35%	44.01%	Met for 5 of 6 years
		2018-2019	40%	57.78%	
		2019-2020	45%	N/A	
		2020-2021	50%	49.5%	
		2021-2022	55%	60.7%	
		2022-2023	55%	63.1%	
		2023-2024	55%	55.4%	
	EL	2017-2018	35%	38.89%	Met for 5 of 6 years
2018-2019		40%	47.62%		
2019-2020		45%	N/A		

		2020-2021	50%	50.0%	
		2021-2022	55%	50.0%	
		2022-2023	55%	58.8%	
		2023-2024	55%	64.3%	
	SD	2017-2018	35%	N/A	Met for 4 of 5 years
		2018-2019	40%	57.48%	
		2019-2020	45%	N/A	
		2020-2021	50%	48.0%	
		2021-2022	55%	61.2%	
		2022-2023	55%	63.4%	
		2023-2024	55%	57.6%	
	Foster	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	SpEd	2017-2018	35%	38.10%	Met for 5 of 6 years
		2018-2019	40%	41.18%	
		2019-2020	45%	N/A	
		2020-2021	50%	33.3%	
		2021-2022	55%	65.0%	
		2022-2023	55%	65.6%	
		2023-2024	55%	58.5%	
	African American	2017-2018	35%	N/A	Met for 2 of 5 years
		2018-2019	40%	55.94%	
		2019-2020	45%	N/A	
		2020-2021	50%	43.8%	
		2021-2022	55%	52.2%	
		2022-2023	55%	62.5%	
	American Indian	2017-2018	35%	N/A	N/A
2018-2019		40%	N/A		
2019-2020		45%	N/A		
2020-2021		50%	N/A		
2021-2022		55%	N/A		
2022-2023		55%	N/A		
Asian	2017-2018	35%	N/A	N/A	
	2018-2019	40%	N/A		
	2019-2020	45%	N/A		
	2020-2021	50%	N/A		
	2021-2022	55%	N/A		
	2022-2023	55%	N/A		
Filipino	2017-2018	35%	N/A	N/A	

		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Latino	2017-2018	35%	N/A	Met for 4 of 5 years
		2018-2019	40%	58.14%	
		2019-2020	45%	N/A	
		2020-2021	50%	53.3%	
		2021-2022	55%	64.4%	
		2022-2023	55%	63.1%	
		2023-2024	55%	61.8%	
	Native Hawaiian/PI	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Two or More Races	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	White	2017-2018	35%	N/A	Met for 2 of 3 years
2018-2019		40%	83.33%		
2019-2020		45%	N/A		
2020-2021		50%	66.7%		
2021-2022		55%	N/A		
2022-2023		55%	50.0%		
2023-2024		55%	N/A		
9- Graduating seniors will have successfully completed courses that satisfy the UC/CSU or career technical education program requirements.	Year		A-G Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	77.2%	Not met
		2018-2019	100%	83.3%	
		2019-2020	100%	96.2%	
		2020-2021	100%	93.2%	
		2021-2022	100%	95.8%	
		2022-2023	100%	95.7%	
		2023-2024	100%	95.7%	
10- EL students will make annual progress in learning English as measured by the CELDT and/or ELPAC.	Year		CELDT/ELPAC		Outcome Met?
			Goal	Actual	
	EL	2017-2018	55%	N/A	Met for 1 of 4 years
		2018-2019	60%	60.9%	

		2019-2020	65%	N/A	
		2020-2021	70%	62.0%	
		2021-2022	75%	63.6%	
		2022-2023	75%	68.0%	
		2023-2024	75%	38.9%	
11- EL students will be reclassified annually.	Year		Reclassification Rate		Outcome Met?
			Goal	Actual	
	EL	2017-2018	51%	14.8%	Not met
		2018-2019	51%	16.7%	
		2019-2020	51%	11.1%	
		2020-2021	51%	0.0%	
		2021-2022	51%	14.8% - Internal	
		2022-2023	51%	24.0% - Internal	
2023-2024		51%	13.3% - Internal		
12- Graduating seniors will have passed an AP exam with a score of 3 or higher.	Year		AP Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	32%	41.9%	Met for 1 of 5 years
		2018-2019	34%	30.6%	
		2019-2020	36%	10.9%	
		2020-2021	38%	N/A	
		2021-2022	40%	20.8%	
		2022-2023	40%	4.1%	
2023-2024		40%	N/A		
13- Students in grades 9-11 will participate in the PSAT test.	Year		PSAT		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥90%	100%	Met for 2 of 2 years
		2018-2019	≥90%	100%	
		2019-2020	≥90%	N/A	
		2020-2021	≥90%	N/A	
		2021-2022	≥90%	N/A	
		2022-2023	N/A	N/A	
2023-2024		N/A	N/A		
14- Students who participate in the PSAT test will meet or exceed college readiness benchmarks for their grade level.	Year		PSAT		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	20%	N/A	Met for ELA 2 of 2 years Not met for Math 2 of 2 years
		2018-2019	25%	ELA: 41% Math: 19%	
		2019-2020	30%	ELA: 36% Math: 12%	
		2020-2021	35%	N/A	
		2021-2022	40%	N/A	
		2022-2023	N/A	N/A	
2023-2024		N/A	N/A		
15- Students in grade 11 will participate in the EAP assessment.	Year		EAP		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
2018-2019		100%	100%		

<p><i>*All of the 11th graders have been taking the 11th grade SBAC Test which is part of the EAP Program exclusive of their decision to attend a CSU campus after graduation.</i></p>		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
		2023-2024	100%	100%	
<p>16- Students who participate in the EAP assessment will demonstrate college preparedness.</p> <p><i>*SBAC Scores for 11th graders.</i></p>	Year		EAP College Preparedness		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	30%	ELA: 60% Math: 29%	Met for ELA 4 of 5 years Not met for Math 5 of 5 years
		2018-2019	35%	ELA: 51% Math: 25%	
		2019-2020	40%	N/A	
		2020-2021	45%	N/A	
		2021-2022	50%	ELA: 52% Math: 20%	
		2022-2023	50%	ELA: 48% Math: 12%	
	2023-2024	50%	ELA: 57% Math: 6%		
<p>17- Students will receive a grade of "C" or better (or perform "proficient" on the related state standardized tests) in core subjects and electives.</p>	Year		Core/Elective Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥80%	N/A	Met for 2 of 5 years
		2018-2019	≥80%	N/A	
		2019-2020	≥80%	76%	
		2020-2021	≥80%	74%	
		2021-2022	≥80%	85%	
		2022-2023	≥80%	82%	
	2023-2024	≥80%	79%		
GOAL #2: All students will become independent, innovative scholars.					
Measurable Outcomes	School Performance				Result
<p>1- Charter School will provide the programs and services outlined in its charter petition, certain programs and services being dependent on student need and interest.</p>	Year		Student Need/Interest		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
	2023-2024	100%	100%		
<p>2- Students will have sufficient access to all academic and educational programs provided by the Charter School</p>	Year		Access to Programs		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
	2020-2021	100%	100%		

		2021-2022	100%	100%	
		2022-2023	100%	100%	
		2023-2024	100%	100%	
3- Students enrolled in the Charter School's grades 6-8 will be taking the "Advanced Math" class or club <i>"Percentage of students enrolled in an Accelerated and/or Advanced Math course and/or Advanced Math club (Source: Local Indicator Priority 7, SIS)"</i>	Year		Advanced Math		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥5%	N/A	Met for 5 of 6 years
		2018-2019	≥5%	43%	
		2019-2020	≥5%	16%	
		2020-2021	≥5%	6%	
		2021-2022	≥5%	4%	
		2022-2023	≥5%	10%	
2023-2024		≥5%	9%		
4- Our graduates will have taken a computer/Technology class and/or experienced blended learning in their program of study.	Year		Computer/Technology		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 4 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	96%	
		2022-2023	100%	98%	
2023-2024		100%	94%		
5- Students enrolled in the Charter School will create or demonstrate a STEAM focused project, experiment, model or demo.	Year		STEAM Project		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	80%	N/A	Not met
		2018-2019	85%	N/A	
		2019-2020	90%	N/A	
		2020-2021	95%	70%	
		2021-2022	100%	72%	
		2022-2023	100%	90%	
2023-2024		100%	99%		
6- Students enrolled in the Charter School's "Advanced Math" class or club in grades 6-8 will demonstrate proficiency.	Year		Advanced Math Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥80%	100%	Met for 7 of 7 years
		2018-2019	≥80%	100%	
		2019-2020	≥80%	100%	
		2020-2021	≥80%	100%	
		2021-2022	≥80%	100%	
		2022-2023	≥80%	100%	
2023-2024		≥80%	100%		
7- Students enrolled in the Charter School's Computer/Technology classes will demonstrate proficiency.	Year		Technology Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
2020-2021		100%	100%		

		2021-2022	100%	100%	
		2022-2023	100%	100%	
		2023-2024	100%	100%	
GOAL #3: All students, families, staff, and other stakeholders will feel a sense of community and connectedness.					
Measurable Outcomes	School Performance				Result
1- Charter School will hold quarterly SSC meetings.	Year		SSC Meetings		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥4	N/A	Met for 4 of 5 years
		2018-2019	≥4	N/A	
		2019-2020	≥4	1	
		2020-2021	≥4	9	
		2021-2022	≥4	9	
		2022-2023	≥4	8	
2023-2024		≥4	7		
2- Charter School will hold quarterly English Learner Advisory Committee (ELAC) meetings.	Year		ELAC Meetings		Outcome Met?
			Goal	Actual	
	EL	2017-2018	≥4	N/A	Not met
		2018-2019	≥4	N/A	
		2019-2020	≥4	1	
		2020-2021	≥4	2	
		2021-2022	≥4	3	
		2022-2023	≥4	3	
2023-2024		≥4	2		
3- Charter School will hold quarterly Parent Task Force (PTF) meetings.	Year		PTF Meetings		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥4	4	Met for 5 of 5 years
		2018-2019	≥4	4	
		2019-2020	≥4	4	
		2020-2021	≥4	4	
		2021-2022	≥4	4	
		2022-2023	≥4	4	
2023-2024		≥4	4		
4- Charter School will hold a minimum of 5 parent activities/events per year. <i>“Number of activities/events for parent engagement per year (Source: Local Indicator Priority 3)”</i>	Year		Parent Activities		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥5	5	Met for 7 of 7 years
		2018-2019	≥5	5	
		2019-2020	≥5	5	
		2020-2021	≥5	5	
		2021-2022	≥5	6	
		2022-2023	≥5	15	
2023-2024		≥5	22		
5- Teachers will update SIS records daily/weekly.	Year		SIS Records		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	Daily/weekly	Daily	Met for 7 of 7 years
		2018-2019	Daily/weekly	Daily	

		2019-2020	Daily/weekly	Daily	
		2020-2021	Daily/weekly	Daily	
		2021-2022	Daily/weekly	Daily	
		2022-2023	Daily/weekly	Daily	
		2023-2024	Daily/weekly	Daily	
6- Charter School will send a minimum of 4 progress reports/cards to parents per year.	Year		Progress Reports		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥6	6	Met for 7 of 7 years
		2018-2019	≥6	6	
		2019-2020	≥6	6	
		2020-2021	≥6	6	
		2021-2022	≥6	6	
		2022-2023	≥6	6	
2023-2024		≥6	6		
7- Charter School's students will be home-visited by the teachers.	Year		Home Visits		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥25%	N/A	Met for 1 of 6 years
		2018-2019	≥25%	31.3%	
		2019-2020	≥25%	18.3%	
		2020-2021	≥25%	10.9%	
		2021-2022	≥25%	14.7%	
		2022-2023	≥25%	15.7%	
2023-2024		≥25%	13.6%		
8- Charter School will maintain a high ADA rate.	Year		ADA Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥97%	96.66%	Met for 1 of 7 years
		2018-2019	≥97%	96.17%	
		2019-2020	≥97%	95.30%	
		2020-2021	≥97%	97.2%	
		2021-2022	≥97%	87.74%	
		2022-2023	≥97%	90.48%	
2023-2024		≥97%	91.95%		
9- Charter School will maintain a low chronic absenteeism rate.	Year		Chronic Absenteeism Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	6.3%	Not met
		2018-2019	≤1%	7.2%	
		2019-2020	≤1%	N/A	
		2020-2021	≤1%	N/A	
		2021-2022	≤1%	34.7%	
		2022-2023	≤1%	33.9%	
2023-2024		≤1%	27.3%		
10- Charter School will maintain a low middle school dropout rate.	Year		MS Dropout Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	2.3% (out of 8th gr cohort)	Met for 5 of 7 years
		2018-2019	≤1%	0.0%	
2019-2020		≤1%	0.0%		

		2020-2021	≤1%	0.0%	
		2021-2022	≤1%	0.0%	
		2022-2023	≤1%	0.0%	
		2023-2024	≤1%	2.5%	
11- Charter School will maintain a low high school dropout rate.	Year		HS Dropout Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	4.5%	Not met
		2018-2019	≤1%	4.2%	
		2019-2020	≤1%	3.6%	
		2020-2021	≤1%	2.2%	
		2021-2022	≤1%	0.0%	
		2022-2023	≤1%	2.0%	
2023-2024		≤1%	6.3%		
12- Charter School will maintain a high four-year cohort graduation rate.	Year		Cohort Graduation Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	95.5%	Met for 1 of 7 years
		2018-2019	100%	95.8%	
		2019-2020	100%	96.4%	
		2020-2021	100%	95.7%	
		2021-2022	100%	100.0%	
		2022-2023	100%	94.0%	
2023-2024		100%	93.9%		
13- Charter School will maintain a low student suspension rate.	Year		Suspension Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	4.2%	Not met
		2018-2019	≤1%	1.3%	
		2019-2020	≤1%	1.0%	
		2020-2021	≤1%	N/A	
		2021-2022	≤1%	1.9%	
		2022-2023	≤1%	6.8%	
2023-2024		≤1%	2.2%		
14- Charter School will maintain a low student expulsion rate.	Year		Expulsion Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	0.0%	Met for 7 of 7 years
		2018-2019	≤1%	0.2%	
		2019-2020	≤1%	0.0%	
		2020-2021	≤1%	0.0%	
		2021-2022	≤1%	0.23%	
		2022-2023	≤1%	0.0%	
2023-2024		≤1%	0.0%		
15- Charter School will maintain high student, parent, and staff participation rates in the school experience survey.	Year		Experience Survey		Outcome Met?
			Goal	Actual	
	Students	2017-2018	≥80%	86.3%	Met for 7 of 7 years
		2018-2019	≥80%	96.8%	
		2019-2020	≥80%	93.7%	
		2020-2021	≥80%	83.1%	
2021-2022		≥80%	84.9%		

		2022-2023	≥80%	98.1%	Met for 3 of 7 years
		2023-2024	≥80%	98.1%	
	Parents	2017-2018	≥80%	90.7%	
		2018-2019	≥80%	100.0%	
		2019-2020	≥80%	61.9%	
		2020-2021	≥80%	87.1%	
		2021-2022	≥80%	37.3%	
		2022-2023	≥80%	78.7%	
		2023-2024	≥80%	70.5%	
	Staff	2017-2018	≥80%	100.0%	
		2018-2019	≥80%	100.0%	
		2019-2020	≥80%	97.8%	
		2020-2021	≥80%	100.0%	
		2021-2022	≥80%	97.5%	
2022-2023		≥80%	100.0%		
2023-2024		≥80%	100.0%		
16- Charter School will maintain a high approval rating on school experience surveys of students, parents, and staff.	Year		Approval Rating		Outcome Met?
			Goal	Actual	
	Students	2017-2018	≥80%	59%	Not met
		2018-2019	≥80%	56%	
		2019-2020	≥80%	54%	
		2020-2021	≥80%	67%	
		2021-2022	≥80%	64%	
		2022-2023	≥80%	61%	
		2023-2024	≥80%	63%	
	Parents	2017-2018	≥80%	91%	Met for 7 of 7 years
		2018-2019	≥80%	91%	
		2019-2020	≥80%	84%	
		2020-2021	≥80%	95%	
		2021-2022	≥80%	96%	
2022-2023		≥80%	97%		
2023-2024		≥80%	96%		
Staff	2017-2018	≥80%	72%	Met for 2 of 7 years	
	2018-2019	≥80%	69%		
	2019-2020	≥80%	65%		
	2020-2021	≥80%	85%		
	2021-2022	≥80%	80%		
	2022-2023	≥80%	77%		
	2023-2024	≥80%	74%		

AFFIRMATIONS, ASSURANCES, AND DECLARATIONS

Magnolia Science Academy - 3 (“MSA-3” or the “Charter School”), operated by Magnolia Educational and Research Foundation, dba Magnolia Public Schools (“MPS”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- MPS declares that it shall be deemed the exclusive public school employer of the employees of MSA-3 for purposes of the Educational Employment Relations Act (“EERA”). [Ref. Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the Americans with Disabilities Act of 1990 (“ADA”) and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. [Ref. Education Code Section 47605(l)(1) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil has been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student’s records or requiring a parent, guardian, or student to submit the student’s records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) developing a notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D), posting that notice to the school’s website, and providing that notice to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection as required by law. [Ref. California Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School’s educational programs. [Ref. Education Code Section 47605(d)(2)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* (“CPRA”).
- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 (“FERPA”).
- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (“Brown Act”).
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47601.1 (“Section 1090”).
- The Charter School shall comply with the Political Reform Act, Government Code Section 8100, *et seq.* (“PRA”).
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]



Alfredo Rubalcava
Lead Petitioner

MSA-3'S PERFORMANCE DURING THE CURRENT CHARTER TERM MEETS RENEWAL CRITERIA UNDER EDUCATION CODE §§ 47607 AND 47607.2

As detailed in the recently updated (May 2024) *LACOE Charter Renewals Policy* ("LACOE Policy"):

[A] charter may be renewed or denied renewal based on these criteria found in EC 47605, 47607 and 47607.2:

1. Do the petition and supporting documentation reflect a sound educational program for pupils? Are the petitioners likely to successfully implement the program set forth in the petition? Does the petition contain a reasonably comprehensive description of all required elements and affirm the conditions of EC 47605(e)?
2. Is the charter eligible for renewal under the High, Middle, or Low performing category and has the charter provided an argument with sufficient evidence that it has attained the criteria for renewal under that category? Has the charter attained measurable increases in academic achievement schoolwide and for numerically significant subgroups⁵ served by the charter school, and if applicable, does the school have strong postsecondary outcomes?
3. Does the charter school have discriminatory enrollment or dismissal practices? Does the charter have substantial fiscal or governance issues?

(LACOE Policy, p. 7.)

While MSA-3 does not fully agree with LACOE's summary of applicable legal requirements and standards for charter renewal, in good faith, we have embraced LACOE's process for renewal and hold any legal arguments in reserve.

MSA-3 is pleased that applicable law, as well as the California Department of Education ("CDE") determined that MSA-3 is a "**Middle Performing School**" for renewal evaluation purposes.¹ For middle performing charter schools, LACOE's summary of Education Code Section 47607.2(b) outlines some of the legal requirements for the chartering authority, including:

Shall consider schoolwide performance and performance of all subgroups on the Dashboard, **while providing greater weight to performance on measurements of academic performance** in determining whether to grant a charter renewal.

Shall also consider clear and convincing evidence with **verified data** showing either:

(1) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school OR

(2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

Note: MAY DENY ONLY upon making written findings that: (1) the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of

¹ <https://www.cde.ca.gov/sp/ch/csperformcategory.asp>.

the school; AND (2) closure is in the best interest of the pupils; AND (3) the decision provided greater weight to the performance on measurements of **academic performance**.

(LACOE Policy, p. 8, emphasis in original.)

We address each of LACOE’s summary criteria in turn below.

MSA-3 Meets Criterion 1 For Renewal with a Sound Educational Program, Strong Capacity and A Reasonably Comprehensive Charter Petition

As noted above, LACOE’s summary Criterion 1 involves review of the statutory reasons for charter petition denial in Education Code Section 47605(c), including:

(1) The charter school presents a sound educational program.

As evidenced by this comprehensive charter petition, LACOE’s past renewal of our charter based on the same educational program, and the state and local indicator outcomes detailed under LACOE’s summary Criterion 2 below, MSA-3 presents a sound educational program for the students we serve. Please also see the discussion below item (2) regarding LACOE staff’s assessment of MSA-3’s educational program.

(2) The petitioners are demonstrably likely to successfully implement the program set forth in the petition.

As evidenced by this charter petition, LACOE’s past renewal of our charter based on similarly successful implementation of the program detailed herein, and the state and local indicator outcomes detailed under LACOE’s summary Criterion 2 below, MSA-3 is demonstrably likely to continue successfully implementing our exemplary educational program.

As further evidence of the soundness of MSA-3’s educational program and the capacity of our team to successfully implement the program detailed throughout these pages, we offer highlights of the three 2022-23 Oversight Protocol reviews provided to MSA-3 by LACOE in anticipation of this renewal: *Instructional Program Review, Governance Review, and Budget Review*. The strengths highlighted in these reports are further evidence that MSA-3 presents a sound educational program and capacity to successfully implement the program.

The 10-page LACOE Charter School Office (“CSO”) Oversight Protocol **Instructional Program Review** for MSA-3, based on site visits on 11/3/2022 and 5/18/2023, covers six different topics: Educational Program, Services to Special Populations, Curricular Materials, Professional Development & Teacher Qualifications, Ongoing Assessment and Facilities and Operations.²

As summarized by LACOE staff:

The instructional program at MSA-3 aligns with the program described in the charter. The school uses standards-based materials with all students, including supplemental materials for students with special needs, English learners, and students needing intervention. A review of staffing

² Los Angeles County Office of Education Charter School Office Oversight Protocol **INSTRUCTIONAL PROGRAM REVIEW 2022-23** for Magnolia Science Academy-3 (6-12) (“LACOE 2022-23 Instructional Program Review”).

records shows that teachers at MSA-3 are properly credentialed for the classes they instruct. The school professional development calendar includes mandated trainings for staff and training for staff in alignment with achievement goals. MSA-3 has also implemented a system of internal benchmarks to evaluate student progress and plan for instruction. MSA-3 has identified the need for increased academic achievement for students with disabilities, English learners, and African American students. The LACOE CSO staff visited several classrooms during both the fall and spring visits. Classroom observations of sample classes yielded the following:

- *Evidence of student collaboration in small groups*
- *Positive rapport between students and teachers*
- *Students asked purposeful questions*
- *Student work displayed throughout rooms*
- *Some formative assessments given within some classrooms*
- *Inclusion of ELs, SEDs, students with exceptions, accessing curriculum with all students*

A review of the school’s Child Abuse Mandated Reporter Training records revealed the school has implemented a system for training staff based on the requirements set forth in law. The school has established a system of internal benchmarking and processes for ongoing data analysis. Emergency drills were scheduled regularly during the school year, and included fire, earthquake, shelter in place, and lockdown practices in-person, at the school site.

(LACOE 2022-23 Instructional Program Review, pp. 8-9.)

The five-page LACOE CSO Oversight Protocol **Governance Review**, conducted to cover all LACOE-authorized MPS charter schools with upcoming renewals (MSA-1, MSA- 2 and MSA-3 this year, and MSA-5 next year), covers six different topics: Organizational Management, Capacity/Composition, Structure, Clarity, Meetings and Parent and Staff Involvement.³

The Governance Review for MSA-3 concludes:

The current board consists of seven members and is consistent with the approved bylaws. All regular meetings, special meetings, and committee meetings are compliant with the Brown Act. A review of audio recordings, school and board documents, and site visits indicate that parent and stakeholder involvement exist. There have been no notices of violation or documented board complaints. The board has demonstrated effective governance and the ability to take action in alignment with the school’s mission and vision.

(LACOE 2022-23 Governance Review of MPS, p. 4.)

(3) The petition contains reasonably comprehensive descriptions of all 15 required elements.

The next component of LACOE’s summary Criteria 1 is met through this charter renewal petition that contains extensively detailed descriptions – far more than the reasonably comprehensive level required by statute – of all 15 required elements in Education Code Section 47605(c)(5). While we have updated

³ LACOE CSO Oversight Protocol **Governance Review** for MSA-3, October 3, 2023 (“LACOE 2022-23 Governance Review”).

our charter to reflect current practices and new initiatives at our school, our model remains largely the same as what the LACOE Board authorized during our last renewal.

(4) The petition contains an affirmation of each of the conditions described in 47605(e).

See “Affirmations, Assurances and Declarations,” preceding Element 1.⁴

MSA-3 meets Criteria 1 for renewal.

MSA-3 Meets Criterion 2 as a Middle-Tier School with Strong Performance on the State and Local California School Dashboard Indicators

We are pleased that the law and the CDE determined that MSA-3 is a “**Middle Performing School**” for purposes of charter renewal, based on the California State Dashboard indicators:⁵

The Education Code Section 47607(c) to defines “high performing” charter schools and Education Code Section 47607.2(a) defines “low performing” charter schools; Education Code Section 47607.2(b) defines “middle performing” charter schools as those not meeting the definition of high- or low-performing. The statute also instructs:

(b)(1) For all [Middle Performing charter schools], the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the **state indicators** included in [the California School Dashboard reports (“Dashboards”)] and the performance of the charter school on the **local indicators** included in [Dashboards].

(2) The chartering authority shall provide **greater weight** to performance on **measurements of academic performance** in determining whether to grant a charter renewal.

(3) In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence [(“Verified Data”)] showing either of the following:

(A) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school [or]

(B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

....

(6) The chartering authority may deny a charter renewal pursuant to this subdivision only upon making **written findings, setting forth specific facts to support the findings**, that the charter school has **failed to meet or make sufficient progress toward meeting standards** that provide a benefit to the pupils of the school, that closure of the charter school **is in the best interest of pupils and**, if applicable pursuant to paragraphs (2) and (3), that its decision provided **greater weight** to performance on **measurements of academic performance**.

⁴ While not captured in LACOE’s summary, the MSA-3 charter petition also complies with Education Code Section 47605(c)(6) by including a declaration of the exclusive public school employer of the Charter Schools employees. Further, the charter document includes “a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.” Education Code Section 47607(b).

⁵ <https://www.cde.ca.gov/sp/ch/cspformcategory.asp>.

(Education Code Section 47607.2(b) (emphasis added); also noting that a middle performing charter school “shall” be granted a renewal term of five years.)

Two key phrases are explicitly defined by the Education Code within these provisions. First, the Education Code specifically defines the phrase “**measurements of academic performance**”:

(3) For purposes of this section and Section 47607.2, “measurements of academic performance” means indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 that are based on statewide assessments in the **California Assessment of Student Performance and Progress** system, or any successor system, the **English Language Proficiency Assessments for California**, or any successor system, and the **college and career readiness indicator**. (Education Code Section 47607(c)(3), emphasis added.)

We note that LACOE’s Policy modifies the standards and requirements established by the state legislature by requiring an accounting of a charter school’s Measurable Pupil Outcomes,” (“MPOs”) from the current charter, even including a “required” table for reporting on specific outcomes based on these MPOs.⁶ The policy inaccurately states the standard for denying a charter renewal petition as:

Non-renewal for a Middle Performing school may only be made if the authorizer makes factual findings that the school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of the school, *including the school’s Measurable Pupil Outcomes*, and that the school’s closure is in the best interest of the pupils (see EC

⁶ While MSA-3 has provided this “required” table, we wish to be clear that the goals and outcomes now considered to be MSA-3’s MPOs were written and added after the charter was authorized, as a condition of renewal. (LACOE Conditions of Authorization for MSA-3, December 16, 2016 (requesting, among other things, that MSA-3, “Provide pupil academic outcomes for all significant student groups served by the school and provide baseline data (2015-16) to current list of Measurable Pupil Outcomes (MPOs) where available.”).) The stated objectives were much more detailed and ambitious than what MSA-3 originally had submitted in the charter, and were drafted years before the COVID-19 pandemic. MSA-3 contests LACOE’s position that MPO are part of the legal criteria for charter renewal. They are not. Further, MPOs drafted under the pressure of conditional charter approval do not reflect a thoughtful approach to student growth and achievement.

We note that Education Code Section 47606.5 requires that each charter school adopt a Local Control and Accountability Plan (“LCAP”) or an update each year (school district-operated schools are included in one larger district LCAP), setting three-year goals and specific outcomes, stating specific actions to achieve each outcome and goal, tied to the eight State Priorities, and allocating resources accordingly. MSA-3’s LCAP and annual budget include stakeholder engagement in goal setting and resource allocation each year, including the Parent Advisory Committee and English Learner Advisory Committee, based on a reflection on data and the prior year’s goals, and they are approved by the MPS Board of Directors. (See Element 4: Governance, below.) This annual reflection and goal-setting/updating process is based on real-time data and careful analysis by our leadership team (at the school site and home office) and school site instructional staff. It is a much more relevant and accurate description of the Charter School’s goals, actions, and outcomes than is a set of MPOs developed when the entire world was different. LACOE also requires petitioners to go well beyond the scope of the LCAP requirements and cover five years in detail (2025-2030) in the charter petition. The LCFF system is intentionally designed so that schools have the benefit *annual*, recent data when they set goals and make updates. Moreover, A.B. 1505 introduced a significant overhaul of the Charter Schools Act, and made clear that the intent is for charter schools to meet or exceed state averages on each of the state indicators in the Dashboard, and to “meet” the local indicators on the Dashboard, all of which is aligned with the state’s eight priorities (and numerous sub-parts). Education Code Sections 47607(c) and 47607.2. In essence, these are now the goals and outcomes for all charter schools in California.

47607.2(b)(6)). In making this determination, the authorizer must show that it provided the greatest weight to the performance on measures of academic performance.

(LACOE Charter Policy, p. 11, emphasis added.)

Again, as defined just above, the “measurements of academic performance” intended to be reviewed for consideration of renewal are those reported on the Dashboards.

In accordance with the State Board of Education’s approved list of “Verified Data” assessments, following our presentation of the Dashboard metrics, MSA-3 presents data from the Measures of Academic Progress (“MAP”) Growth, by Northwest Evaluation Association (“NWEA”), administered in Reading and Mathematics to our students in grades 6-11. We also present compelling evidence of our students’ strong post-secondary outcomes, including college enrollment, degrees earned and college persistence rates from the National Student Clearinghouse, as well as CDE’s Dataquest.

MSA-3’S 2024 CALIFORNIA SCHOOL DASHBOARD ACADEMIC INDICATORS WARRANT RENEWAL

First, for context, we offer a comparison of the enrollment demographics of MSA-3 to those across the State, using enrollment data from 2023-24 to reflect those students included in the most recently published California School Dashboard reports and other data:

Enrollment Data	MSA-3	California
<i>Total Enrollment</i>	389	5,837,690
<i>% SED</i>	71.7%	62.7%
<i>% EL + RFEP</i>	5.4% + 22.4%	18.4% + 15.8%
<i>% SWD</i>	13.9%	13.7%
<i>% Homeless and Foster Youth (H/FY)</i>	5.4% + 2.6%	3.6% + 0.5%
<i>% Migrant Education</i>	0.0%	0.8%
<i>% Hispanic/Latino</i>	58.1%	56.1%
<i>% Black</i>	38.0%	4.9%
<i>% American Indian</i>	0.0%	0.4%
<i>% AFPI</i>	0.3%	12.5%
<i>% White</i>	0.5%	20.3%
<i>% Two or More Races</i>	3.1%	4.6%

(Source: Dataquest.com.)

In looking at our key student groups especially, MSA-3 has considerably more SED students (71.7%) than the State average (62.7%), slightly more SWD (13.9% compared to 13.7% average across CA), nearly double the rate of Homeless and Foster Youth (8.0% combined, compared to 4.1% combined across the State), a rate similar to that of the state for Hispanic/Latino students (58.1% compared to 56.1%), and a significantly higher proportion of Black students, compared to the statewide average (38.0% v. 4.9%). We also highlight that MSA-3 has significantly more students who are Reclassified Fluent-English Proficient (“RFEP”) after starting in California public schools as English Learners – 22.4% at MSA-3 compared to just 15.8% across California (across all grades).

Looking at the rates statewide of RFEP students in secondary grades compared to elementary grade levels shows that from 6th through 12th grades, the percentages of students enrolled across the State who are categorized as RFEP is 16.9% in 6th grade (with 18.8% of 6th graders statewide classified as ELs, compared to 26.5% of Kindergarteners) and by 12th grade, 30.3% of 12th graders are RFEP (with only 11.1% of 12th graders classified as ELs).

California English Learners, 2023-24

Grade	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)
TK	151,491	69.9%	1.9%	26.6%	0.0%
KN	370,750	68.6%	3.9%	26.5%	0.1%
01	396,408	67.4%	4.6%	25.9%	1.9%
02	414,486	66.7%	4.9%	24.4%	3.8%
03	416,362	65.2%	5.9%	24.0%	4.7%
04	426,194	63.7%	6.6%	22.7%	6.9%
05	430,596	62.2%	6.1%	20.8%	10.8%
06	433,670	60.4%	3.8%	18.8%	16.9%
07	440,688	59.3%	3.9%	16.2%	20.5%
08	443,063	57.9%	4.1%	13.9%	24.1%
09	466,915	55.0%	4.2%	13.0%	25.2%
10	477,313	55.2%	4.4%	12.6%	27.3%
11	470,608	54.5%	4.5%	11.8%	29.0%
12	499,146	53.7%	4.6%	11.1%	30.3%

Source:

<https://data1.cde.ca.gov/dataquest/dqcensus/EnrELAS.aspx?cds=00&agglevel=state&year=2023-24&ro=y>

At MSA-3, we start with significantly fewer EL students in 6th grade (4.1%), with 10.2% RFEP, and by 12th grade we have 6.3% EL and 31.3% RFEP.

MSA-3 English Learners, 2023-24

Grade	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)
06	49	83.7%	2.0%	4.1%	10.2%
07	40	82.5%	0.0%	2.5%	15.0%
08	80	67.5%	3.8%	8.8%	20.0%
09	58	55.2%	8.6%	6.9%	27.6%
10	56	57.1%	12.5%	3.6%	26.8%
11	58	72.4%	0.0%	3.4%	24.1%
12	48	56.3%	6.3%	6.3%	31.3%

Source:

<https://data1.cde.ca.gov/dataquest/dqcensus/EnrELAS.aspx?cds=19101990115030&aggllevel=School&year=2023-24&ro=y>

The graphic below illustrates MSA-3's schoolwide performance on the state and local indicators in 2023-24:



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024>

The 2024 Dashboard indicates that MSA-3 meets all of the local indicators: Basics, Implementation of Academic Standards, Parent and Family Engagement, Local Climate Survey, and Access to a Broad Course of Study.

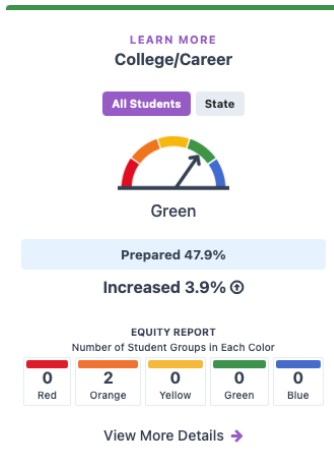
As seen in this table MSA-3’s overall performance in both academic and non-academic metrics is inside the range of its neighboring schools. MSA-3 outperformed those schools, as well as the State, in Graduation Rate and College/Career Readiness, and exceeded some, though not all, in the areas of English Learner Progress, ELA, and Math. We acknowledge that further growth is needed in these areas, as well as Suspension Rate and Chronic Absenteeism, and our team is taking active steps to improve. These efforts are already paying off, as evidenced by MSA-3’s improvement across nearly all Dashboard metrics in 2024, which is detailed in more depth in the following pages.

2024 Dashboard Performance Levels Comparison

	MSA-3	Gardena Senior High School	Rancho Dominguez Prep	Carson Senior High School	CA
ELA	-38.4 DFS	-56.1 DFS	-25.0 DFS	-2.4 DFS	-13.2 DFS
Math	-92.6 DFS	-108 DFS	-81.3 DFS	-101.8 DFS	-47.6 DFS
English Learner Progress	38.9% making progress	29.7% making progress	48.3% making progress	66.0% making progress	45.7% making progress
College/Career Indicator	47.9% prepared	29.7% prepared	31.4% prepared	45.8% prepared	45.3% prepared
Graduation Rate	93.9% graduated	91.4% graduated	92.8% graduated	92.2% graduated	86.7% graduated
Chronic Absenteeism	27.3% chronically absent	-	20.5% chronically absent	-	18.6% chronically absent
Suspension Rate	2.2% suspended at least one day	0.0% suspended at least one day	0.1% suspended at least one day	0.0% suspended at least one day	3.2% suspended at least one day

COLLEGE/CAREER INDICATOR (“CCI”)

MSA-3’s Class of 2024 achieved a “green” on the 2024 Dashboard College/Career Indicator, with 47.9% of graduating students considered “Prepared” for College and/or Career, representing a year-over-year increase of 3.9 percentage points and exceeding the State’s 2024 average of 45.3% by 2.6 percentage points.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024#college-career-card>⁷

The CCI “represents the percentage of high school graduates that local education agencies (LEAs) prepare for college or a career.”⁸ As detailed in the California Department of Education’s *2024 Dashboard Technical Guide: College and Career Indicator (“CCI”)*, “[T]he CCI was designed to encourage high schools to provide all students with a rigorous broad course of study that will lead to likely success after high school. It recognizes that students pursue various options, whether completing: (a) a Career Technical Education (CTE) Pathway, (b) course requirements for meeting University of California (UC) or California State University (CSU) requirements (i.e., a-g), or (c) a course of study specifically designed to meet the student’s individual interests.”⁹

As a very small high school with approximately 50 students per graduating class in recent years, all of the broad offerings contemplated by the CCI are not realistic for our small school. The specific metrics included in the CCI are:

- **Met via Career Technical Education Pathway Completion [Not offered at MSA-3]**
- **Met via Smarter Balanced Assessment**
At least a Level 3 "Standard Met" on the Smarter Balanced Summative Assessments for both ELA and Mathematics.
- **Met via College Credit Course**
Completion of two semesters, three quarters, or three trimesters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded.
- **Met via Advanced Placement**
A score of 3 or higher on two Advanced Placement (AP) Exams.
- **Met via International Baccalaureate [Not offered at MSA-3]**
- **Met via a-g Completion**
Completion of courses that meet the University of California (UC) or California State University (CSU) a–g criteria with a grade of C or better, plus one of the following criteria:
 - CTE pathway completion with a C- or better in the capstone course

⁷ All MSA-3 Dashboard tiles included herein are sourced from the same 2024 CA School Dashboard report.

⁸ <https://www.cde.ca.gov/ta/ac/cm/dashboardccr.asp>

⁹ CA Department of Education, 2024 Dashboard Technical Guide: College and Career Indicator (CCI), 2024, p. 2.

- Smarter Balanced Summative Assessments: At least a level 3 “Standard Met” on ELA or Mathematics and at least a level 2 “Standard Nearly Met” on the other subject area.
- One semester, two quarters, or two trimesters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded.
- A score of 3 or higher on one AP exam or a score of 4 or higher on one IB exam.
- **Met via State Seal of Biliteracy**
Earned the State Seal of Biliteracy and scored level 3 "Standard Met" or higher on the ELA Smarter Balanced Summative Assessment.
- **Met via Leadership/Military Science [Not offered at MSA-3]**

The criteria for a student to be considered “Approaching Prepared” are as follows:

Met via Career Technical Education Pathway Completion [Not offered at MSA-3]

Career Technical Education (CTE) pathway completion with a C- or better in the capstone course.

Met via Smarter Balanced Assessment

Scored at least level 2 "Standard Nearly Met" on both the English language arts (ELA) and Mathematics Smarter Balanced Summative Assessments.

Met via College Credit Course

Completion of one semester, two quarters, or two trimesters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded.

Met via a-g Completion

Completion of courses that meet the University of California (UC) or California State University (CSU) a-g criteria with a C or better.

Met via Leadership/Military Science [Not offered at MSA-3]

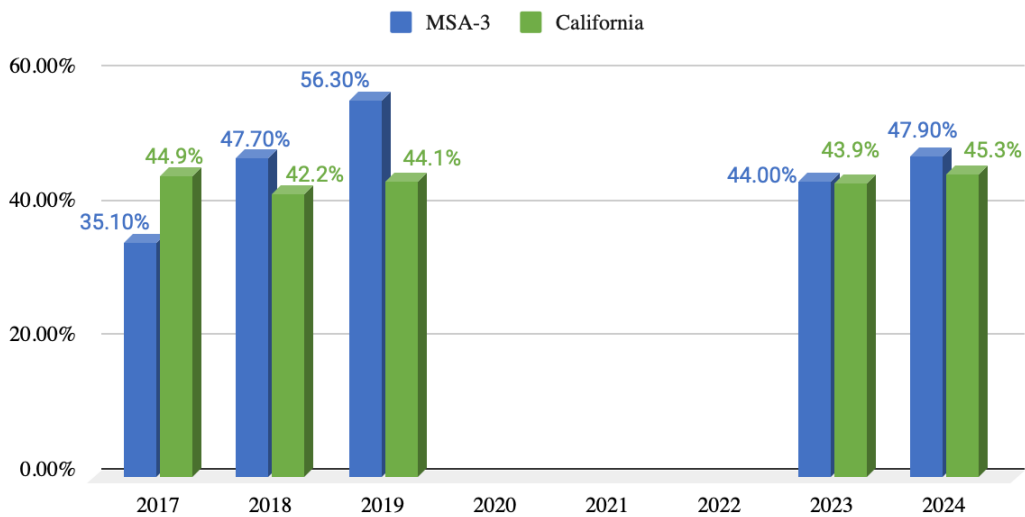
Source:

<https://www6.cde.ca.gov/californiamodel/ccireport?&year=2024&cdcode=&scode=0115030&reporttype=sgroups> (emphasis and bracketed notes added)

Notwithstanding the fact that our school is small, we are pleased that MSA-3’s CCI made steady and substantial progress in CCI 2017-2019 (pre pandemic) with 2019 performance beating CA by 12 percentage points in 2019. Post pandemic data shows MSA-3 on par with the State in 2023, and exceeding the State by 2.6 percentage points in 2024:

College Career Indicator (CCI)

Excludes 2020 - 2022 (no Dashboard data due to COVID)



At MSA-3, given that our graduation requirements align with the A-G requirements to be eligible for enrollment at one of the state’s acclaimed University of California (“UC”) or California State University (“CSU”) campuses, it is not surprising that 95.7% of our 2024 graduating cohort that met the CCI requirements did so via fulfilling A-G requirements plus either: (1) a “3”/Met standards on one subject of the CAASPP and a “2”/Nearly Met standards on the other CAASPP subject when the student was in 11th grade; (2) one semester of college coursework in our dual enrollment program with a grade of C- or better; or (3) a score of “3” or higher on an AP exam.¹⁰

In addition to the 22 graduating seniors in 2024 who met the A-G-“plus” criteria on the CCI, subsets of our graduating seniors also met the CCI via additional criteria:

- Scoring 3/Standard Met on both ELA and Math on the CAASPP when they were in 11th grade (21.7% of our graduates who met the CCI “prepared” criteria);
- Completing two semesters, three quarters, or three trimesters of college coursework with a grade of C- or better in academic subjects (78.3% of those who met the CCI criteria), or
- Earning the State Seal of Biliteracy¹¹ plus scoring 3/Standard Met on the CAASPP ELA (8.7% of CCI-achievers).

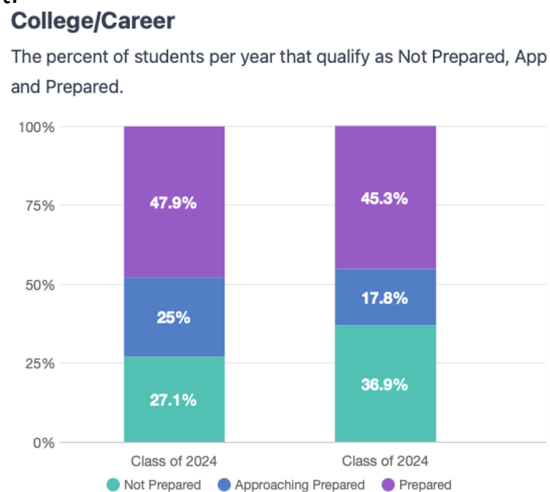
Beyond the 47.9% of our 2024 graduates who were “prepared” on the CCI, an additional 25% of our graduating seniors were “Approaching Prepared,” leaving just 27.1% “Unprepared,” compared to 36.9% across the State who graduated “Unprepared.” Notably, the entire group of 12 students who were rated

¹⁰ A fourth option involves CTE pathways, which MSA-3 does not offer.

¹¹ The State Seal of Biliteracy is a recognition by the State Superintendent of Public Instruction for graduating high school students who have attained a high level of proficiency in speaking, reading, and writing one or more languages in addition to English. (<https://www.cde.ca.gov/sp/ml/documents/requrimntsposter.pdf>)

“Approaching Prepared” met the criteria via the A-G-Plus option, which is aligned with our graduation requirements.¹²

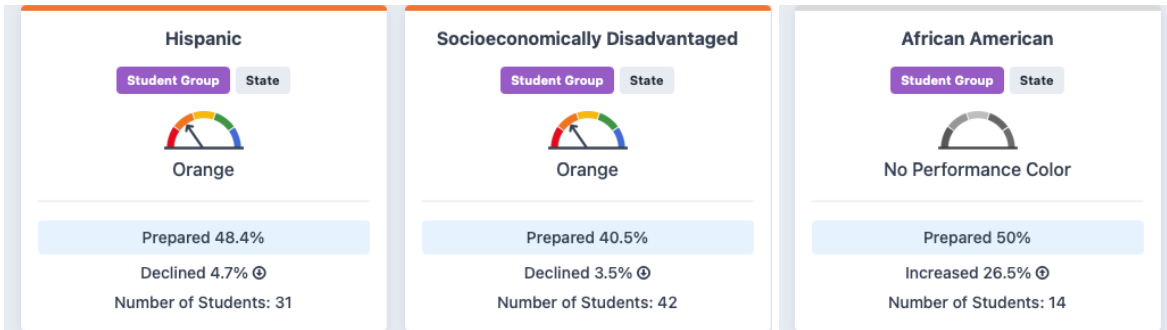
In the graphic below, MSA-3 students’ performance is in the bar column on the left, with the State averages imposed to the right.



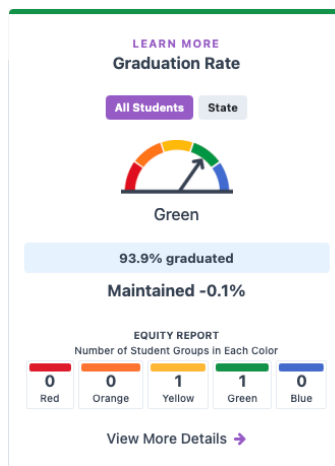
As a small school with small graduating cohorts (48 students in 2024), MSA-3 had just two student groups¹³ large enough to be assigned performance levels: Hispanic/Latino students (58.1% of total enrollment) and SED students (71.7% of total enrollment). In addition, data was reported for African Americans, a graduating cohort consisting of 14 students in 2023-24. MSA-3 is proud to report that all three of these student groups outpaced statewide averages in 2024, with 48.4% of Hispanic/Latino “prepared” (compared to 37.4% for the State), 40.5% of SED students “prepared” (compared to 37.4% for the State), and 50% of African American students “prepared,” (compared to 28.1% for the State). Notably, MSA-3’s African American students in particular saw a dramatic increase of 26.5 percentage points compared to 2023 results.

¹² Currently, the Golden State Seal Merit Diploma is not included in the CCI, but 12 of our 45 Class of 2024 regular high school diploma graduates earned this accolade. To be eligible for the Golden State Seal, students (1) must be eligible to receive a high school diploma; and (2) must have demonstrated the mastery of the curriculum in at least six subject areas, including mathematics, English language arts, science, and United States history. (<https://data1.cde.ca.gov/dataquest/dqcensus/CohRate.aspx?cds=19101990115030&aggllevel=School&year=2023-24&initrow=&ro=y>)

¹³ As LACOE notes in its Charter Renewal Policy, the state is moving towards using the phrase “student groups” rather than “subgroups” in order to avoid any “negative connotations, especially in the context of historically marginalized groups and racial populations,” yet the phrase “student group” is not always used in state data reporting. We use the term subgroup and student group in this charter petition interchangeably and have strived to use appropriate language. We also note that LACOE states that “A subgroup consists of at least 30 pupils,” thus in many cases herein, we present data where our subgroups had far fewer students. (LACOE Policy, p. 7, fn 5.)



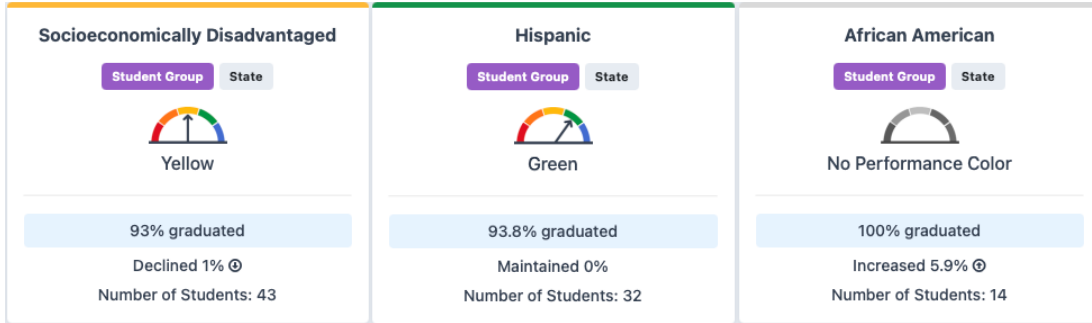
GRADUATION RATE



In 2024, MSA-3’s Dashboard graduation rate was 93.9%, on par with 2023’s 94%, and 7.2 percentage points higher than the statewide graduation rate of 86.7%.

Among our two statistically significant student groups – SED and Hispanic – the former was in the “Yellow,” with a graduation rate of 93% (8.6 points higher than the State’s 84.4%), and the latter was in the “Green,” with a graduation rate of 93.8% (8.5 points higher than the State’s 85.3%). As a result of this strong performance, MSA-3’s “All Students” color moved from Yellow to Green in 2024.

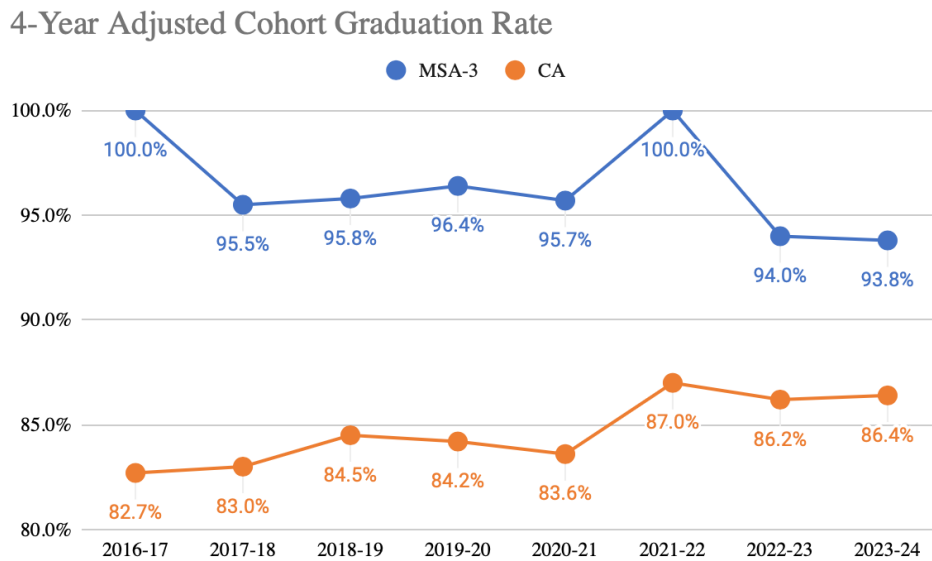
In addition, though not considered statistically significant due to cohort size, we note that a full 100% of our African American students graduated in 2024, increasing by 5.9 percentage points over last year and exceeding the statewide average of 79.1% by 20.9 percentage points.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-engagement#graduation-rate>

The graphic below includes data from the 4-year Adjusted Cohort Graduation Rate; while CDE combines the 4-Year and 5-Year rates to calculate the Graduation rate reported on the Dashboard, there were no graduation rates reported in 2020 and 2021, so we use the 4-Year Adjusted rates here, which are very close to the Dashboard graduation rates in the years those were available. As seen here, MSA-3 has achieved consistently strong graduation rates, even through the global pandemic, with overall rates between 93.8% and 100% from 2017 to 2024 – each year higher than the State averages by a range of 7.4 to 17.3 percentage points.

4-Year Adjusted Cohort Graduation Rate



Source: <https://dq.cde.ca.gov/dataquest>

A-G Completion Rate

While not published as Dashboard metric, we are exceptionally proud of the fact that even during and through the pandemic, we were still able to ensure that our graduates met A-G requirements. Though we saw a drop in 2023-24, MSA-3's A-G success significantly surpasses the A-G completion rates across California (between 23.7% and 52.4% over the past seven years with published data), and is similarly

dramatically higher than the A-G completion rates across L.A. County (between 16.1% and 59.8% higher across the same time period).¹⁴

A-G Completion Rate

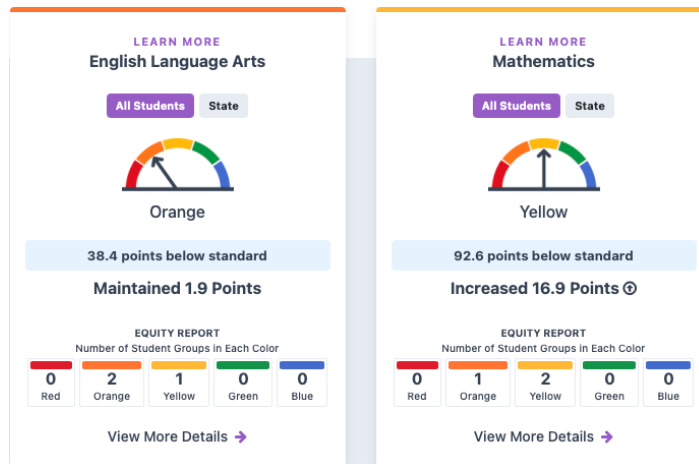
	MSA-3	Los Angeles County	State
2023-24	75.6%	59.5%	51.9%
2022-23	95.7%	59.8%	52.4%
2021-22	95.8%	58.2%	51.4%
2020-21	93.2%	58.7%	52.1%
2019-20	96.2%	53.6%	50.9%
2018-19	87.0%	56.6%	50.5%
2017-18	81.0%	56.2%	49.9%

Source: <https://dq.cde.ca.gov/dataquest>

MSA-3’s consistent track record in A-G completion highlights our commitment to preparing our students for post-secondary success.

CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS

On the 2024 California Assessment of Student Performance and Progress (“CAASPP”), MSA-3’s 6th to 8th and 11th graders were in the “Orange” tier, with a score of -38.4 Difference from Standard (“DFS”) in English Language Arts (“ELA”). In Math, MSA-3’s students were in the “Yellow” tier, with a score of -92.6 DFS. This was a significant increase of 16.9 points in Math over the prior year, while ELA increased 1.9 points. While we are extremely proud of these gains, we recognize that continued growth is needed, and we are making a dedicated effort to enhance student achievement in this metric.



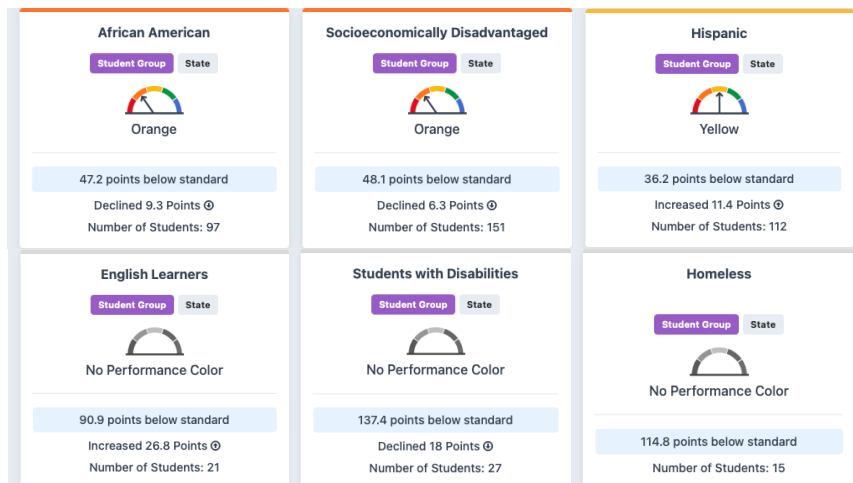
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024>

Equity Report: Student Group Performance on the CAASPP in ELA

¹⁴ <https://data1.cde.ca.gov/dataquest/dqcensus/CohRate.aspx?cds=19&aggllevel=county&year=2023-24&initrow=&ro=y>

MSA-3’s student group performance against the State averages in ELA are compelling:

- African American students – 38.0% of our student population – were -47.2 DFS in ELA, declining 9.3 points since last year but still exceeding the statewide average DFS (58.9) by 11.7 points.
- SED students – 71.7% of our enrollment – were -48.1 DFS in ELA, slightly trailing the State average for SED students of -40.9 DFS. Across the Los Angeles Unified School District (“LAUSD”), where MSA-3 is located, SED students were -40.2 DFS in ELA.¹⁵
- Hispanic/Latino students – 58.1% of our enrollment – scored -36.2 DFS, an 11.4 increase since last year, slightly surpassing their peers across the State at -39.3 and LAUSD’s Hispanic/Latino students at -38.9 in ELA.
- Smaller Cohorts/No Performance Indicators:
 - ELs at MSA-3 were -90.9 DFS, a dramatic increase of 26.8 points since last year, but still short of the statewide average of -67.6, and -78.7 across LAUSD.
 - SWD were -137.4 DFS in ELA, compared to -95.6 across CA and -106.9 across LAUSD.
 - Homeless students scored -114.8 in ELA, behind the CA average of -70.4 and the LAUSD average of -93.7.



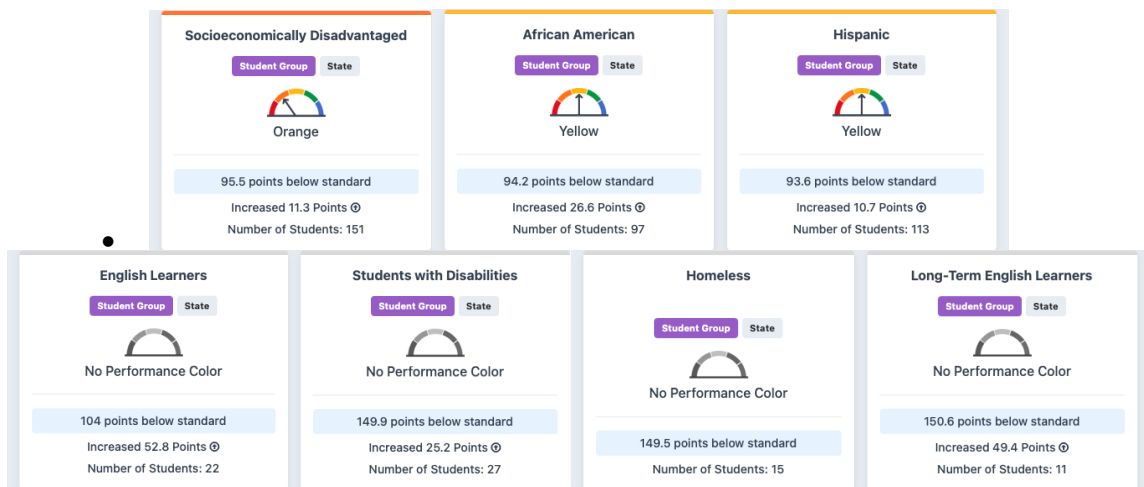
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#english-language-arts>

Equity Report: Student Group Performance on the CAASPP in Math

¹⁵ <https://www.caschooldashboard.org/reports/1964733000000/2024/academic-performance#english-language-arts>

In Math, MSA-3's student group performance compared to the State and district is as follows:

- SED students scored -95.5 DFS in Math increasing 11.3 points since last year, but not yet on par with the Statewide average for SED of -78.2, and LAUSD's SED Math score of -72.6 DFS.
- African American students scored -94.2 DFS in Math in 2024, an increase of 26.6 points since 2023. Their performance was slightly better than the statewide average of -102.2 and in line with the LAUSD average of -91.9.
- Hispanic/Latino students scored -93.6 DFS, increasing 10.7 points since last year and narrowing the gap on the CA average of -79.2, with the LAUSD average -72.6 DFS
- Smaller Cohorts/No Performance Indicators:
 - ELs at MSA-3 were -104 DFS, a dramatic increase of 52.8 points since 2023. This is approaching the average of -93.4 across CA and -95.4 across LAUSD.
 - MSA-3's SWD scores improved by 25.2 points in 2024, for an average of -149.9 DFS, compared to -124.3 across CA and -131.3 across LAUSD.
 - Homeless students scored -149.5 DFS, lower than the State score of -106 and the LAUSD score of -117.3.
 - LTELs increased their scores by 49.4 points, for an average of -150.6 DFS. This is slightly stronger than the statewide average of -163.5 and the LAUSD score of -179.2.

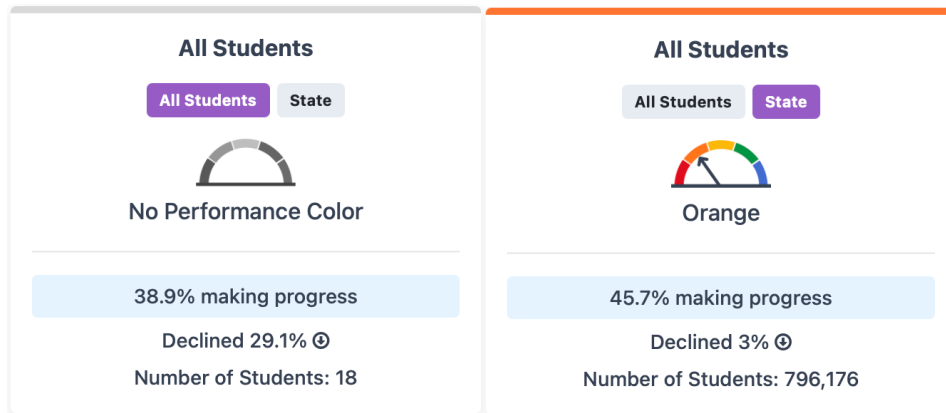


Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#mathematics>

While we recognize that there is still much work to be done to increase our student groups' outcomes across the board, we are encouraged by the progress these 2024 results represent, particularly in Math, with every student group with comparison data increasing their DFS by double-digits over 2023 results. Looking ahead, we are confident that the strategies and supports we are implementing will drive continued improvement in both Math and ELA.

ENGLISH LEARNER PROGRESS INDICATOR

On the Dashboard's English Learner Progress Indicator ("ELPI"), MSA-3 in 2023 was not given a performance color but noted that 38.9% of our 18 EL students made at least one year's progress towards English language proficiency, compared to 45.7% across the State. LAUSD had an ELPI in 2024 of 47.5%.



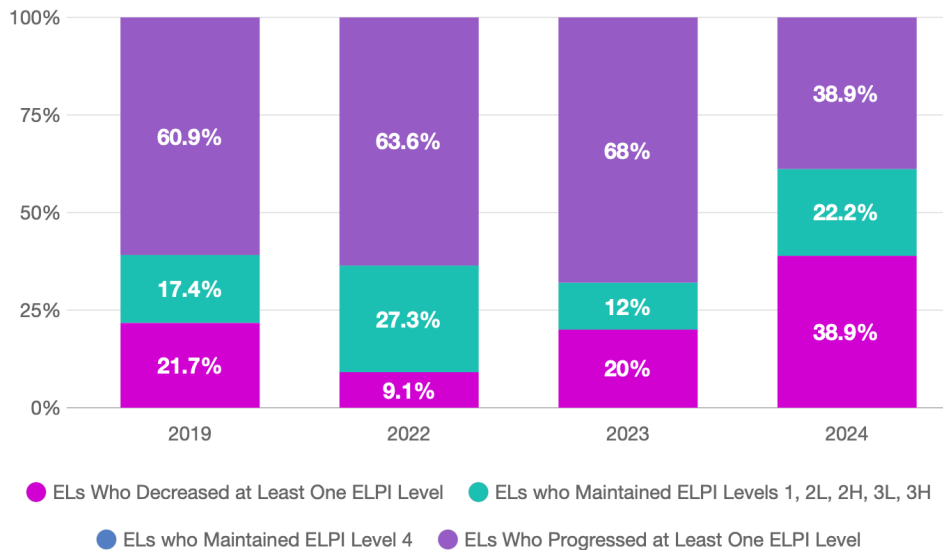
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#english-learner-progress>

As shown in the additional details on the Dashboard under the ELPI, in 2024, 38.9% of our ELs progressed at least one level, 22.2% maintained their level and 38.9% of ELs decreased at least one level.

Student English Language Acquisition Results

Summative ELPAC

The percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#english-learner-progress>

We note that while the Dashboard only published the overall “percentage of students making progress towards English language proficiency” for four of the past seven school years (2019, 2022, 2023, and 2024), MSA-3 outperformed the both the LAUSD and State average for three of those four years, in

some cases by as many as 19.6 percentage points. Though we saw a drop in percentage in 2024, a fluctuation related in part to the small cohort size (just 18 students; the smallest in this charter term), we are proud of the progress our English Learners have made, and we will continue to target this area going forward.

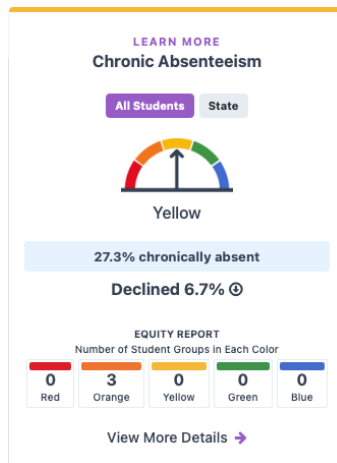
ELPI for MSA-3 and California

	2024	2023	2022	2021	2020	2019
MSA-3	38.9%	68%	63.6%	-	-	60.9%
LAUSD	47.5%	48.4%	51.4%	-	-	45%
State	45.7%	48.7%	50.3%	-	-	48.3%

Source: <https://www.caschooldashboard.org>

We turn now to the “non-academic” metrics on the Dashboard, and then address our “verified data.”

CHRONIC ABSENTEEISM

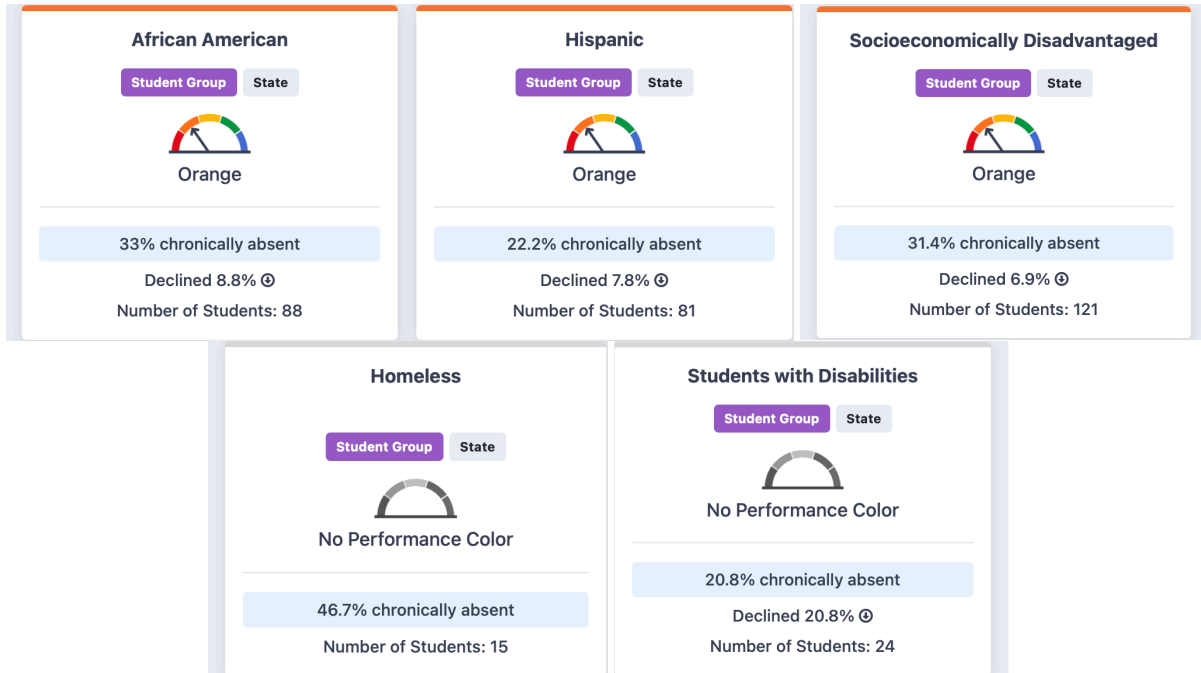


Chronic absenteeism “shows how many students were absent for 10 percent or more of the total instructional school days each student was expected to attend. For accountability, the Chronic Absenteeism indicator only applies to students in grades Kindergarten through grade 8.”¹⁶ Like schools across the nation, since the start of the pandemic, MSA-3 continues to struggle with high rates of chronic absenteeism. In 2023-24, chronic absenteeism declined a considerable 6.7 percentage points to 27.3% (only reported for our middle grade students in 6-8), compared to the State average that year of 18.6%, and LAUSD average of 23.3%.¹⁷

¹⁶ <https://www.caschooldashboard.org/about/glossary>

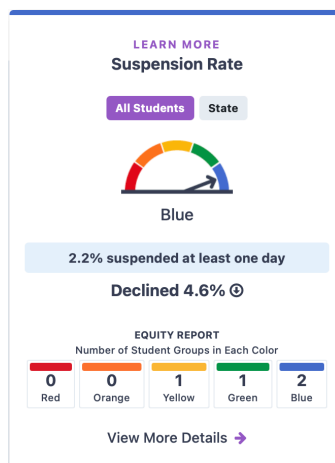
¹⁷ <https://www.caschooldashboard.org/reports/19101990115030/2024> and <https://www.caschooldashboard.org/reports/19647330000000/2024>

The School's statistically significant student groups performed on par or somewhat below than the State: African American 33%, Hispanic/Latino 22.2%, and SED students were 31.4% chronically absent, compared to 31.3% across the State for African American, 21.7% for Hispanic/Latino, and 23.4% for SED. Though not yet to pre-pandemic levels, and still slightly short of statewide averages, we are proud to be trending in the right direction, with the rate of chronic absenteeism for all of our statistically significant student groups (those with Dashboard performance indicators) declining considerably in 2024.



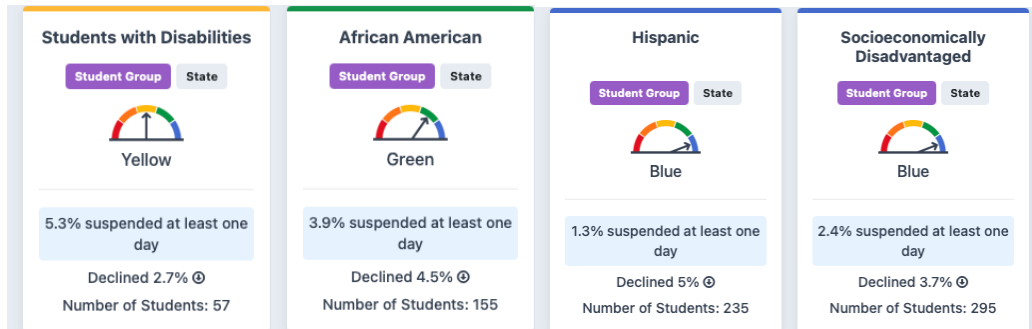
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-engagement#chronic-absenteeism>

SUSPENSION



For the 2024 CA Dashboard Suspension Rate, MSA-3 had a suspension rate of 2.2% of students suspended at least one day, compared to the State average of 3.2%. This represents a significant

improvement over 2023, declining 4.6 percentage points and outperforming the statewide average by one percentage point.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/conditions-and-climate#suspension-rate>

All of MSA-3’s statistically significant student groups saw a decline in suspension rates in 2024, with SWD at 5.3% (a 2.7% decline); African Americans at 3.9% (a 4.5% decline); Hispanic students at 1.3% (a 5% decline); and SED students at 2.4% (a 3.7% decline). Notably, MSA-3’s suspension rates for each of these student groups were lower than statewide averages:

2024 Suspension Rate for MSA-3 and California

	All Students	Students with Disabilities	African American	Hispanic	Socioeconomically Disadvantaged
MSA-3	2.2%	5.3%	3.9%	1.3%	2.4%
California	3.2%	5.4%	8.4%	3.4%	4%

Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/conditions-and-climate#suspension-rate>

ADDITIONAL DATA HIGHLIGHTING MSA-3’s SUCCESS

Enrollment and Student Retention/Stability Rate

During this extended charter term that began with the 2017-18 school year, LAUSD, our surrounding school district, has lost 91,512 students from its enrollment rolls, approximately 15% of its total enrollment.¹⁸ MSA-3 continues to be co-located utilizing the Proposition 39 facilities and as a result struggled to maintain a strong enrollment over the charter term from 455 students in 2017-18 to 389 students in 2023-24.¹⁹ Despite this fact, we have weathered the impacts of the global pandemic well, with retention rates this charter term ranging from 89.9 to 95.6%. Our student stability rate has been

¹⁸ <https://data1.cde.ca.gov/dataquest/dqcensus/EnrGrdYears.aspx?cds=1964733&aggllevel=district&year=2023-24>

¹⁹ <https://data1.cde.ca.gov/dataquest/dqcensus/EnrGrdYears.aspx?cds=19101990115030&aggllevel=School&year=2023-24&ro=y>

the same or higher than the State average each of the past seven years except 2022-23 (89.9% at MSA-3 compared to 91.2% across CA) and has been higher than the LAUSD average each of the past seven years.

Stability Rates

<i>School Year</i>	MSA-3	LAUSD	California
<i>2023-24</i>	91.4%	89.3%	91.0%
<i>2022-23</i>	89.9%	87.5%	91.2%
<i>2021-22</i>	90.6%	84.6%	89.8%
<i>2020-21</i>	95.6%	90.5%	92.3%
<i>2019-20</i>	92.0%	88.8%	92.0%
<i>2018-19</i>	91.4%	87.5%	91.0%
<i>2017-18</i>	92.2%	87.5%	91.0%

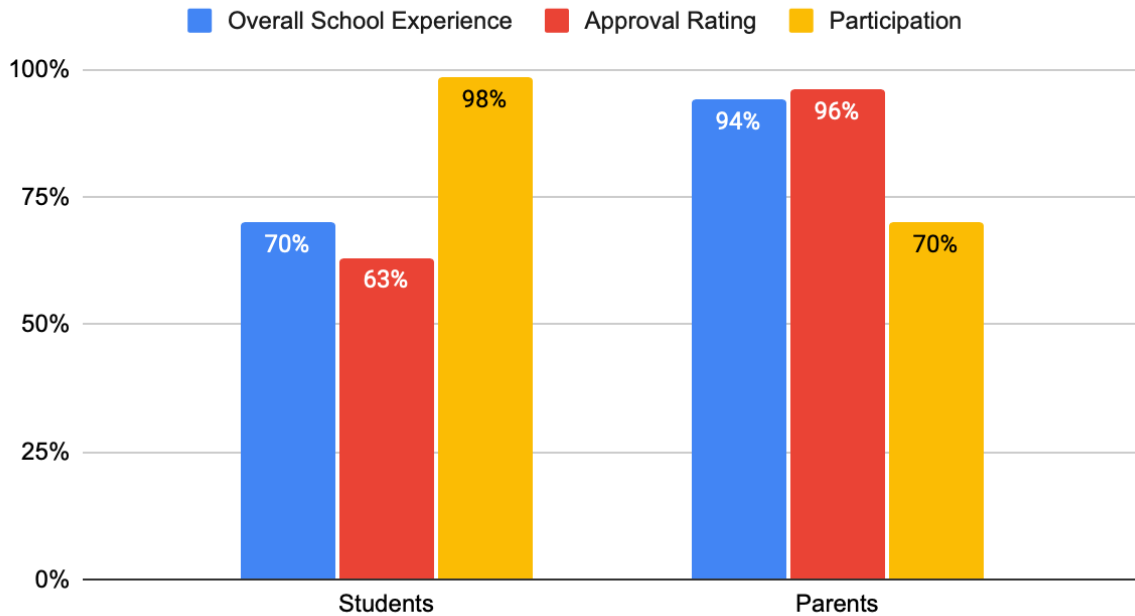
Source: <https://dq.cde.ca.gov/dataquest/>

Stakeholder Surveys

MSA-3 has a strong home-school connection. In the 2023-24 school year, MSA-3 administrators and teachers completed home visits for 52 students (about 13.6% of the school population), to talk with students and their families about the school, the student’s goals and progress, and family concerns.

MSA-3 conducts annual surveys to measure satisfaction levels and gather important feedback from students, staff and parents. In the most recent 2023-24 survey, participation rates were 98% of students and 70% for families. These results are shared with the entire school community, including the Board. We are pleased that parents report high levels of satisfaction, though we note that according to the survey, student satisfaction rates needs to be increased. In most cases our students selected “neutral” in their responses and did not state that they were unsatisfied or disagreed with the statements in the survey, yet we are working to increase overall satisfaction. MSA-3 is utilizing Student Government to help assess student needs and requests, and our leadership is discussing areas of improvement with the Parent Advisory Committee.

MSA-3 2023-24 Satisfaction Rates



Source: internal survey data

As all of the foregoing data shows – with “greater weight” on the academic data – MSA-3 meets the first part of Criterion 2 for renewal.

MSA-3 Also Meets the Second Part of LACOE’s Criterion 2 for Renewal Via “Verified Data” Including NWEA MAP Growth and Post-Secondary Data from the National Student Clearinghouse and Dataquest

In addition to the state-published data detailed in the prior section, MSA-3 also has “verified data” demonstrating that the Charter School has attained measurable increases in academic achievement, defined as one year’s progress for each year in school, and has demonstrated strong post-secondary outcomes, beyond that of similar peers across the state. We first address the internal benchmark assessment we use, NWEA MAP Growth. A comprehensive breakdown of MSA-3’s MAP test results can be found in Appendix A.

NWEA MAP Growth

The State Board has approved the use of NWEA MAP Growth as “verified data,” and in May 2023, published guidance on the use of MAP Growth and “how data from their indicators should be used to understand one year’s progress.” As stated by the State Board of Education:

Assessment	Publisher guidance
MAP Growth by NWEA	To demonstrate one year of growth, a school can contextualize the average gains made by groups of students over the course of the year relative to NWEA school norms and summarize that normative growth using the NWEA Conditional Growth Index (CGI) metric . This metric is a standard score (z score or effect size), expressed in standard deviation units, that is calculated by subtracting the growth norm for a group of

	<p>same-grade students in a school from the average growth attained by those students, and dividing that value by the standard deviation of growth. A CGI range of -0.2 to 0.2 (or greater) could be used as an approximation of one year’s growth (or more) in a subject, as the overall average growth of students would be generally consistent with the amount of growth observed by students in the same grade and subject with the same starting achievement level receiving a similar amount of instructional exposure.</p> <p>MAP Growth has both student and school growth norms, and the CGI metric is available to contextualize the gains of individual students (student norms) or groups of same-grade students (school norms). The CGI metric for grades-within-schools is included on school and district reports and can also be calculated using an NWEA-provided calculator for groups of students not included in standard reports. Student-level CGI metrics, which are calculated in generally the same way, are included on classroom and school reports. Group-level summaries should leverage CGI values based on the school norms.</p>
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<https://www.cde.ca.gov/be/ag/ag/yr23/documents/may23item02.docx> (emphasis added).

In looking at specific student growth, “Average Growth is the amount of growth demonstrated, on average, for students in the same grade and subject and with similar starting achievement. This is the default “growth projection” in NWEA® reports. Approximately 50% of similar students meet or exceed this level of growth.”²⁰

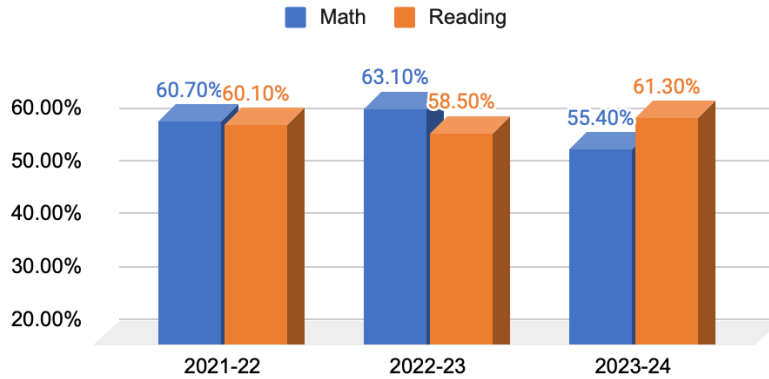
In order to better track student growth and mastery of grade-level content standards over time, MSA-3 implemented nationally normed NWEA MAPs benchmark assessments starting in 2014-15. The following tables summarize MSA-3’s 2023-24 Fall to Spring NWEA MAPs results, per grade level cohort (middle grades followed by high school grades), across the two subjects tested: Reading and Math. We focus for these purposes on two key metrics and their corresponding percentile ranking, as explained by the State Board report above:

School Conditional Growth Index	-0.2 to 0.2
Percentage of Students Who Met Growth Projection	50 th percentile

As illustrated in the detailed tables below, as well as tables in the Appendices that include student group data, over the past three years, based on internally-calculated schoolwide weighted averages, MSA-3’s students have met the NWEA nationally-normed growth standard each year of 50% of students meeting or exceeding the projected growth targets in both Math and Reading.

²⁰www.nwea.org/uploads/2020/09/MAP-Growth-Goal-Explorer-Users-Guide_NWEA_Guide.pdf

NWEA MAP Percent Met Growth Projection Schoolwide Average



Source: NWEA MAP Growth data reports

A detailed grade-level breakdown shows that in 2023-24, in Math, four grade levels (7, 9-11) met the CGI growth, with four (shaded in green) of the six grade levels meeting the Percent Met Growth projection. In Reading, four grade levels (8-11) met the CGI growth and the Percent Met Growth projection. In Math, the overall CGI (not provided directly by NWEA; calculated by Magnolia using a weighted average) was 1.22 and in Reading, 1.03. Out of the 24 total metrics (two measures for each grade level in two different subjects), MSA-3's students met 16 annual grade-level growth projections/CGI targets.

2023-24 NWEA MAP Math						2023-24 NWEA MAP Reading					
Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection	Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection
		Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%			Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%
6	All Students	46/48; 96%	50/51; 98%	-1.45	33.30%	6	All Students	46/48; 96%	51/51; 100%	-2.06	46.50%
7	All Students	40/40; 100%	38/39; 97%	0.41	57.90%	7	All Students	40/40; 100%	39/39; 100%	-0.96	43.60%
8	All Students	77/80; 96%	74/77; 96%	-0.3	40.00%	8	All Students	78/80; 98%	70/77; 91%	-0.15	51.50%
9	All Students	54/57; 95%	49/52; 94%	2.07	67.40%	9	All Students	54/57; 95%	49/52; 94%	1.12	69.60%
10	All Students	55/57; 96%	56/57; 98%	3.63	69.80%	10	All Students	56/57; 98%	56/57; 98%	3.49	79.60%
11	All Students	56/57; 98%	54/55; 98%	2.76	66.70%	11	All Students	56/57; 98%	55/55; 100%	3.82	72.70%
Overall*	All Students	328/339; 97%	321/331; 97%	1.22	55.40%	Overall*	All Students	330/339; 97%	320/331; 97%	1.03	61.30%

NOTE: Participation rate calculated by dividing number of students tested by number of students enrolled that semester
 * Overall averages not provided by NWEA; calculated by Magnolia using a weighted average

In 2022-23, nearly every grade level, with the exception of 6th grade Math, met both the CGI growth and the percentage of students meeting growth projections across every metric (shaded in green). MSA-3's students in 2022-23 met 22 of the 24 annual growth projections/CGI targets.

2022-23 NWEA MAP Math						2022-23 NWEA MAP Reading					
Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection	Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection
		Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%			Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%
6	All Students	37/38; 97%	31/31; 100%	-0.72	35.70%	6	All Students	37/38; 97%	31/31; 100%	0.22	53.60%
7	All Students	71/73; 97%	70/72; 97%	-0.02	50.00%	7	All Students	72/73; 99%	72/72; 100%	0.37	55.20%
8	All Students	50/51; 98%	48/49; 98%	0.54	56.50%	8	All Students	50/51; 98%	46/49; 94%	-0.10	60.00%
9	All Students	58/60; 97%	55/55; 100%	1.81	67.90%	9	All Students	60/60; 100%	54/55; 98%	2.22	70.40%
10	All Students	59/62; 95%	56/58; 97%	4.80	74.10%	10	All Students	58/62; 94%	55/58; 95%	1.97	62.30%
11	All Students	48/55; 87%	47/50; 94%	8.37	88.40%	11	All Students	53/55; 96%	47/50; 94%	1.92	55.30%
Overall*	All Students	323/339; 95%	307/315; 97%	2.48	63.10%	Overall*	All Students	330/339; 97%	305/315; 97%	1.16	58.50%

NOTE: Participation rate calculated by dividing number of students tested by number of students enrolled that semester
 * Schoolwide Average CGI not provided by NWEA; calculated by Magnolia using a weighted average

Impressively, for 2021-22, the first year of return to in-person learning since the pandemic began in 2020, our students managed to meet 18 out of 24 of the NWEA growth projections. With that being said, we recognized a pattern of slightly lower participation throughout this period, and we are pleased that more recent testing data shows significant improvements in this area.

2021-22 NWEA MAP Math						2021-22 NWEA MAP Reading					
Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection	Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection
		Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -.2; Red cell indicates CGI less than -.2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%			Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -.2; Red cell indicates CGI less than -.2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%
6	All Students	48/59; 81%	58/63; 92%	-0.58	46.50%	6	All Students	46/59; 78%	46/63; 73%	-2.14	37.80%
7	All Students	28/37; 76%	36/40; 90%	-0.19	48.00%	7	All Students	26/37; 70%	31/40; 78%	-0.35	54.50%
8	All Students	43/66; 65%	61/66; 92%	0.43	58.50%	8	All Students	48/66; 73%	61/66; 92%	0.55	58.70%
9	All Students	51/77; 66%	62/73; 85%	2.27	73.10%	9	All Students	60/77; 78%	59/73; 81%	2.81	74.00%
10	All Students	30/58; 52%	45/55; 82%	2.01	78.60%	10	All Students	30/58; 52%	47/55; 85%	2.16	67.90%
11	All Students	32/53; 60%	44/52; 85%	2.39	67.90%	11	All Students	39/53; 74%	39/52; 75%	1.17	63.30%
Overall*	All Students	232/350; 66%	306/349; 88%	0.89	60.70%	Overall*	All Students	249/350; 71%	283/349; 81%	0.82	60.10%
NOTE: Participation rates calculated based on number of students with RIT scores divided by enrollment number during Spring testing window						NOTE: Participation rates calculated based on number of students with RIT scores divided by enrollment number during Spring testing window					
* Schoolwide Average CGI not provided by NWEA; calculated by Magnolia using a weighted average						* Schoolwide Average CGI not provided by NWEA; calculated by Magnolia using a weighted average					

Comparing student group growth, in 2023-24, based on internally-calculated weighted averages, nearly every statistically significant group, with the exception of Students with Disabilities and African Americans, met or exceeded the CGI target of -.2 or greater in both Math and Reading. Likewise, with the exception of these two groups in Math and SWDs in Reading, all of our student groups achieved the goal of 50% or greater in the Percent Met Growth metric.²¹ We are proud of our student groups' overall MAP testing success in 2023-24, and we will continue working towards the goal of achieving CGI and Percent Met Growth Projection targets for all student groups—and all students.

2023-24 Spring NWEA MAP Math Schoolwide Student Groups			2023-24 Spring NWEA MAP Reading Schoolwide Student Groups		
Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection	Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection
H/L	2.22	61.80%	H/L	1.64	65.00%
AA	-0.24	46.20%	AA	0.04	53.80%
White	N/A	N/A	White	N/A	N/A
EL*	2.41	64.30%	EL*	3.74	69.20%
FRL	1.62	57.60%	FRL	1.51	66.20%
SWD	-0.25	58.50%	SWD	-0.44	48.80%
NOTE: Overall averages not provided by NWEA; calculated by Magnolia using a weighted average			NOTE: Overall averages not provided by NWEA; calculated by Magnolia using a weighted average		
(*) indicates a student count greater than 11 and less than 30.			(*) indicates a student count greater than 11 and less than 30.		
Gray cells indicate a student count less than 11			Gray cells indicate a student count less than 11		

Extending this positive trend, in 2022-23, every one of our statistically significant student groups achieved *both* CGI and Percent Met Growth targets for both Math and Reading.

²¹ Additional details are included in Appendix A.

2022-23 Spring NWEA MAP Math Schoolwide Student Groups			2022-23 Spring NWEA MAP Reading Schoolwide Student Groups		
Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection	Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection
H/L	3	63.10%	H/L	1.04	56.10%
AA	1.67	62.50%	AA	1.26	62.30%
White	N/A	N/A	White	N/A	N/A
EL*	1.64	58.80%	EL*	3.48	60.00%
FRL	2.48	63.40%	FRL	1.13	56.20%
SWD	1.76	65.60%	SWD	1.37	60.00%
NOTE: Overall averages not provided by NWEA; calculated by Magnolia using a weighted average			NOTE: Overall averages not provided by NWEA; calculated by Magnolia using a weighted average		
(*) indicates a student count greater than 11 and less than 30.			(*) indicates a student count greater than 11 and less than 30.		
Gray cells indicate a student count less than 11			Gray cells indicate a student count less than 11		

Source: NWEA MAP Growth data reports

MSA-3's Post-Secondary Outcomes

Finally, we are pleased to present MSA-3's post-secondary outcome data. According to the National Student Clearinghouse's StudentTracker, for MSA-3's graduating classes prior to pandemic, 76.7-82.6% of our alumni enrolled in a 2- or 4-year college (for the Class of 2019, 38 of our 46 graduates) within the first year after high school. With the onset of the pandemic in March 2020, this rate decreased to 56.6% (30 out of 53 graduates from 2020) and later increased to 80% of graduates enrolling in college from the Class of 2022 (40 of 50 students). Since that time, the cohorts of students who transitioned to high school during the height of the pandemic have graduated (in 2023 and 2024)--and we have seen a corresponding dip in college-going among those students (68.1% in 2023 and 50.0% in 2024).

Year	Count of Students Enrolled in College at Any Time During the First Year After High School (per NSC StudentTracker)								
	Total in the Class (per NSC StudentTracker)	Total Enrolled in College (per NSC StudentTracker)	College-Going Rate (per NSC StudentTracker)	Total in Public	Total in Private	Total in 4-Year	Total in 2-Year	Total In-State	Total Out-Of-State
2017-18	43	33	76.7%	32	1	16	17	31	2
2018-19	46	38	82.6%	37	1	14	24	36	2
2019-20	53	30	56.6%	28	2	17	13	28	2
2020-21	45	36	80.0%	35	1	14	22	35	1
2021-22	50	40	80.0%	39	1	21	19	37	3
2022-23	47	32	68.1%	28	4	13	19	26	6
2023-24	46	23	50.0%	23	0	9	14	23	0

Source: NSC StudentTracker

As seen in the table below, MSA-3 students attend college at a significantly higher rate than students from neighboring schools, as well as the state overall. We note that, for the sake of comparison, the table below draws from publicly available DataQuest data and thus shows a slightly different College-Going Rate for MSA-3, compared to the National Student Clearinghouse data above. Also, importantly, the most recent DataQuest College-Going Rate report is for the 2021-22 school year, so these results are not as recent as those shown above.

2021-22 College-Going Rates	
School	College-Going Rate
Gardena Senior High School	66.60%
Rancho Dominguez Preparatory	56.00%
Carson Senior High School	56.60%
State	62.00%
MSA-3	78.00%

Source:

<https://data1.cde.ca.gov/dataquest/DQCensus/CGR.aspx?cds=19101990115030&agglevel=School&year=2021-22&initrow=&ro=y>

As evidenced by all the foregoing Dashboard data, including the state and local indicators, as well as our NWEA MAP Growth data and post-secondary outcomes, MSA-3 has clearly met the requirements of Criterion 2.

MSA-3 ALSO MEETS LACOE’S THIRD CRITERIA FOR RENEWAL: OUR ENROLLMENT AND DISMISSAL PRACTICES ARE NON-DISCRIMINATORY AND WE DO NOT HAVE ANY SUBSTANTIAL FISCAL OR GOVERNANCE FACTORS

Finally, Education Code 47607(e) states:

Notwithstanding [Criteria 2 and 3], the chartering authority may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to [Education Code Section 47607] subdivision (d). The chartering authority may deny renewal of a charter school under this subdivision only after it has provided at least 30 days’ notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school. The chartering authority may deny renewal only by making either of the following findings:

- (1) The corrective action proposed by the charter school has been unsuccessful.
- (2) The violations are sufficiently severe and pervasive as to render a corrective action plan unviable.”²²

It is crucial to explain that “not serving all students who wish to attend” has a very specific legal definition. A purported finding in this area may only serve as a basis for denial of a charter renewal petition if it complies with all components of Education Code Section 47607(d):

- (1) At the conclusion of the year immediately preceding the final year of the charter school’s term, the charter school authorizer may request, and the department shall provide, the following aggregate data reflecting pupil enrollment patterns at the charter school:
 - (A) The cumulative enrollment for each school year of the charter school’s term. For purposes of this chapter, cumulative enrollment is defined as the total number of pupils, disaggregated by race, ethnicity, and pupil subgroups, who enrolled in school at any time during the school year.

²² Education Code Section 47607(e).

(B) For each school year of the charter school’s term, the percentage of pupils enrolled at any point between the beginning of the school year and census day who were not enrolled at the conclusion of that year, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils who were enrolled in the charter school the prior school year.

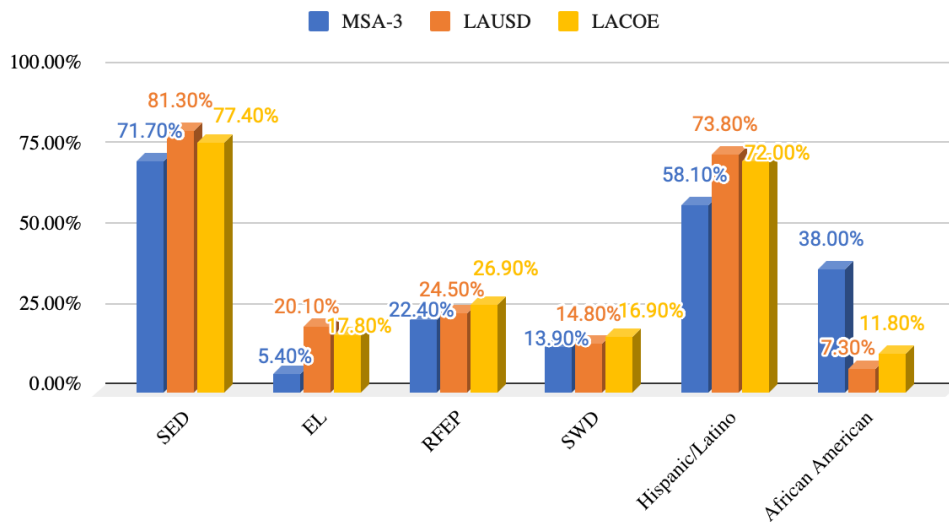
(C) For each school year of the charter school’s term, the percentage of pupils enrolled the prior school year who were not enrolled as of census day for the school year, except for pupils who completed the grade that is the highest grade served by the charter school, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils.

(2) When determining whether to grant a charter renewal, the chartering authority shall review data provided pursuant to paragraph (1), any data that may be provided to chartering authorities by the department, and any substantiated complaints that the charter school has not complied with subparagraph (J) of paragraph (5) of subdivision (c) of Section 47605 or with subparagraph (J) of paragraph (5) of subdivision (b) of Section 47605.6.

(3) As part of its determination of whether to grant a charter renewal based on the criterion established pursuant to subdivision (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may make a finding that the charter school is not serving all pupils who wish to attend and, upon making such a finding, specifically identify the evidence supporting the finding.

To date, LACOE has not presented MSA-3 with the notice that is legally required in accordance with Education Code Section 47607(e). Further, MSA-3 serves all students, including students who are academically low achieving, FRPL, ELs, SWD, F/HY, or students with other special needs. Our racial and ethnic, special education, and English Learner balance is roughly consistent with both LAUSD and LACOE.

2023-24 Demographics - MSA-3



As detailed in Element 7, below, we engage in outreach each year in the surrounding community during our open enrollment period to inform families around the school about our program, including students with special needs and who are “hard to serve” – MSA-3 welcomes these students and is designed to meet their needs.

MSA-3’s fiscal position is strong, with a current ending fund balance of 49.6% of expenditures. Similarly, our governance is stable and strong. Five of our Board members have served for two or more years; all Board members participate in comprehensive annual training led by Young, Minney, & Corr (YMC) on the Brown Act, ethics, conflicts of interest, legal updates, fiscal oversight and more.

MSA-3 meets all of the requirements of LACOE’s Criteria 3.

As demonstrated throughout the preceding pages and thorough data analysis, MSA-3 presents a sound educational program for our students with strong outcomes in academic achievement and other metrics, and we are achieved measurable increases in academic achievement year over year. Our team is well-qualified with strong capacity to continue implementing the program. We look forward to continuing our partnership with LACOE for another five-year charter term.

MAGNOLIA SCIENCE ACADEMY 3



***CHARTER SCHOOL RENEWAL PETITION FOR
A FIVE-YEAR TERM (JULY 1, 2025 – JUNE 30, 2030)***

**SUBMITTED TO THE
LOS ANGELES COUNTY
BOARD OF EDUCATION
JANUARY 7, 2025**

by

MAGNOLIA PUBLIC SCHOOLS
250 E. 1st Street Suite 1500
Los Angeles, CA 90012
Office: (213) 628-3634
Fax: (714) 362-9588

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AFFIRMATIONS, ASSURANCES, AND DECLARATIONS

Magnolia Science Academy - 3 (“MSA-3” or the “Charter School”), operated by Magnolia Educational and Research Foundation, dba Magnolia Public Schools (“MPS”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- MPS declares that it shall be deemed the exclusive public school employer of the employees of MSA-3 for purposes of the Educational Employment Relations Act (“EERA”). [Ref. Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the Americans with Disabilities Act of 1990 (“ADA”) and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment. [Ref. Education Code Section 47605(l)(1) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil has been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student’s records or requiring a parent, guardian, or student to submit the student’s records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) developing a notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D), posting that notice to the school’s website, and providing that notice to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection as required by law. [Ref. California Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School’s educational programs. [Ref. Education Code Section 47605(d)(2)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* (“CPRA”).
- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 (“FERPA”).
- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (“Brown Act”).
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47601.1 (“Section 1090”).
- The Charter School shall comply with the Political Reform Act, Government Code Section 8100, *et seq.* (“PRA”).
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

ELEMENT 1: THE EDUCATIONAL PROGRAM

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” (Education Code Section 47605(c)(5)(A)(i).)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

” (Education Code Section 47605(c)(5)(A)(ii).)

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.”

(Education Code Section 47605(c)(5)(A)(iii).)

GENERAL INFORMATION

<ul style="list-style-type: none"> ▪ The contact person for Charter School is: 	Chief Executive Officer & Superintendent, Alfredo Rubalcava
<ul style="list-style-type: none"> ▪ The contact address for Charter School is: 	250 E. 1st Street Suite 1500 Los Angeles, CA 90012
<ul style="list-style-type: none"> ▪ The contact phone number for Charter School is: 	(213) 628-3634
<ul style="list-style-type: none"> ▪ The proposed address, or target community by Zip Code, of Charter School is: 	1254 East Helmick St, Carson, CA 90746
<ul style="list-style-type: none"> ▪ The grade configuration of Charter School is: 	6-12
<ul style="list-style-type: none"> ▪ The number of students in the first year will be: 	405
<ul style="list-style-type: none"> ▪ The grade level(s) of the students in the first year will be: 	6-12
<ul style="list-style-type: none"> ▪ Charter School’s scheduled first day of instruction in 2025-2026 is: 	August 11, 2025
<ul style="list-style-type: none"> ▪ The enrollment capacity is: (Enrollment capacity is defined as all students who are enrolled in Charter School regardless of student residency.) 	449
<ul style="list-style-type: none"> ▪ The type of instructional calendar will be: 	Traditional
<ul style="list-style-type: none"> ▪ The bell schedule for Charter School will be: 	8:30 am to 3:40 pm
<ul style="list-style-type: none"> ▪ The term of this Charter shall be from: 	July 1, 2025 – June 30, 2030

COMMUNITY NEED FOR CHARTER SCHOOL

Magnolia Science Academy 3 (MSA-3 or Charter School), is a classroom-based charter school serving grades 6–12 with a curriculum emphasis on science, technology, engineering, arts and math (“STEAM”). Originally founded in 2008 – and here requesting a fourth five-year charter term -- MSA-3’s mission is to provide a college preparatory educational program emphasizing STEAM in a safe environment that cultivates respect for self and others. We offer a comprehensive learning experience designed to serve the needs of our students through effective site-based instruction, rich hands-on learning, and foundation skills presented in ways that are relevant and inspiring for our students. Classroom instruction at MSA-3 is supplemented by tutoring, after-school programs, and school-to-university links.

MAGNOLIA PUBLIC SCHOOLS

MSA-3 is located in the South Bay and operated by Magnolia Educational & Research Foundation (“MERF”), *dba* Magnolia Public Schools,¹ a non-profit benefit corporation dedicated to establishing and managing high-quality public charter schools in California. MPS’ vision is that graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming traditional ideas with *creative thinking*, *effective communication*, and the *rigor of science*.

MPS’ educational approach is based on the conviction that STEAM education is essential to improving our modern society’s knowledge base and adaptability to the fast pace of ever-changing technological advancements. Historically, the number of African American and Latino students, as well as women, pursuing careers in STEAM fields has been very low. Research suggests that a significant cause of these low numbers is that students have inadequate exposure to intensive STEAM curricula.² MPS addresses the shortage by inspiring and preparing students to choose career paths in STEAM through early and consistent exposure throughout TK-12 to high-quality instruction and enrichments.

The students we serve are traditionally “underserved.” Our student population across the Magnolia network is 78% Socioeconomically Disadvantaged (“SED”), 20% English Learner (“EL”), 15% Students with Disabilities (“SWD”), 3% Homeless (“H”)/Foster Youth (“FY”), 78% Hispanic/Latino students, 7% Black, 5% Asian, Filipino, Pacific Islander (“AFPI”), 2% Two or More Races, and 8% White. By comparison, across the state, California’s students are 62% SED, 19% EL, 13% SWD, 4% Homeless/Foster Youth, 56% Hispanic/Latino, 5% Black, 13% AFPI, 4% Two or More Races, and 20% White.

MPS was first established in August 1997 to organize volunteer science, technology, engineering, and math (“STEM”) tutors for middle and high schools in Los Angeles, and later partnered with Culver City Unified School District to provide tutoring for students all around Los Angeles. MPS also started a free tutoring program in the Sherman Oaks/Van Nuys Area of Los Angeles. These successful programs led MPS to establish MSA-3 as our third charter school in 2008 and go on to successfully replicate our educational program and philosophy so that today we operate ten total charter schools—with a new campus opening in 2025-26 making our total schools eleven—throughout California: five charter schools

¹ For more information on Magnolia Public Schools visit www.magnoliapublicschools.org.

² Z. Zacharia and A. C. Barton, "Urban Middle-School Students' Attitudes Toward a Defined Science," *Science Education*, vol. 88, no. 2, pp. 197-222, Mar. 2004.

authorized by the Los Angeles Unified School District (“LAUSD”), three authorized by the Los Angeles County Board of Education (“LACBOE”), one authorized by the San Diego Unified School District (“SDUSD”), one (MSA-Santa Ana), authorized by the State Board of Education (“SBE”), and one countywide benefit charter school (MSA-OC) authorized by the Orange County Board of Education. Combined, MPS charter schools now serve nearly 4,000 students in grades TK-12. The MPS program aims to improve students’ performance in reading, writing, and math, reduce dropout rates, achieve high student attendance rates, and increase the number of students who graduate from high school, are eligible for, and go on to pursue college degrees and then meaningful careers in STEAM fields.

MSA-3’s recent achievements include the following highlights, detailed more extensively below:

- Active Targeted Intervention Program for MS students in Math & English, including after-school program, Saturday school, small-group, and Power Classes
- Dual-Enrollment Program available for all HS students to earn UC/CSU-transferable college credits at no cost
- Active MathCounts Club for students to compete with local peers
- Student-centered academic and PBIS activities, including monthly Awards & Recognition Assemblies, Holiday Themed Movie Nights, College Workshops, Literacy Competitions
- Bridging the tech divide via school-provided Chromebooks and wi-fi hot spots to students in need
- Wide range of AP courses offered
- AP Computer Science Diversity Award by College Board: recognized by the College Board with their prestigious AP Computer Science Female Diversity Award for attaining equal female representation in its AP Computer Science class, among only three percent of schools nationwide to earn this distinction (2019-20)
- 1st place, among 62 school teams – 2018 Lego League Robotics Qualifying Tournament at Legoland
- Participation in Students Run LA
- 24 students participated in trip to Atlanta
- Participation in Chicano International Film Festival

Independent Study

When COVID-19 “stay-at-home” orders were announced in March 2020, MSA-3 quickly and adeptly made the shift to distance learning. This included equitable technology access, consistent “live”/synchronous learning with teachers, social-emotional support, and basic needs support for students and their families. Specifically, MSA-3:

We wish to note that during these unprecedented times of worldwide impact from the global COVID-19 pandemic, MPS has responded swiftly, flexibly, and adaptably, including during the rapid transition to offsite learning. We are quite proud that by the time we closed school on March 16, 2020, all of our students at all sites were provided Chromebooks and, if needed, free Wi-Fi hotspots to use at home to participate in online learning, meaning that not one student lost learning time due to a lack of access to appropriate technology or Wi-Fi connection.

In the hopefully unlikely event of a subsequent “stay at home” order(s), all students, parents/guardians and teachers will have access to online tools that provide students with access to course materials at home. To ensure quality teaching is being planned and provided, our Chief Academic Officer (“CAO”) would meet (virtually) each day with the Principals, who in turn, would each hold daily morning

meetings with their faculty. Principals would also issue daily emails with parents/students, post daily office hours for live communications with parents/families, and schedule video conferences as needed. Parents/guardians would be provided detailed information about online curricular resources, IT support for computer and internet issues, counseling support, Coffee with the Principal (virtually) and other opportunities to connect, and much more. The Chief Executive Officer (“CEO”) and Principals would also communicate weekly with families via our website, social media, and other platforms.

Rather than employ an online bell schedule in which students sit staring at their screen as teachers lecture for an entire school day, we have chosen a more asynchronous model in which secondary level teachers would record 8-15 mini-lessons and post daily assignments, and then hold scheduled meetings/office hours with their classes at designated times in Google Classroom.

Our MPS Special Education Coordinator would ensure continued services, including contracted services, for students with disabilities. Our paraprofessionals would continue to provide Resource Specialist Program (“RSP”) through Google Meets or one-on-one phone calls. Our Psychologist/Social Work staff would host small group and one-on-one counseling sessions through Google Meets and by phone. 100% of our students with IEPs would receive services and our coordinator would be in communication with families weekly. Similarly, our instructional aides would continue to provide designated English Learner Development (“ELD”) instruction online to our EL students.

MPS also would provide meals (breakfast and lunch) for students on a daily basis, distributed daily between 11:00am-1:00pm, with weekend meals also provided every Friday.

The MPS Board has and would continue to meet for regularly scheduled meetings through Zoom. Agendas would be posted on our website 72 hours prior to regular meetings with Zoom access codes for board members and members of the public.

Community Schools

As of 2023, all of MPS’ charter schools became community schools as part of the California Community Schools Partnership Program. Our community schools have programs and partnerships that support improved academic outcomes, whole-child engagement, and family development. Our goal is to increase equitable student learning outcomes by addressing the conditions for teaching and learning. We support the needs of the whole child by strengthening family and community foundations with approaches that sustain mental and behavioral health through healing-centered practices, social-emotional learning, and restorative justice. Our community schools also ensure that students, families, staff, and community members are embraced as full partners in every aspect of decision-making that affects the conditions for teaching and learning. We provide shared decision-making in all aspects of school governance as a key cornerstone of community school implementation within all our community schools.

Magnolia Public Schools prides itself on working with all educational partners, specifically focused on our students’ first teachers, their parents/guardians. As we work to improve and sustain practices that address barriers and create essential conditions for authentic community engagement, we align our practices and activities to the *Dual Capacity-Building Framework for Family-School Partnerships* (Version

2) by Dr. Karen L. Mapp,³ with the help and support of the U.S. Department of Education. We start by addressing the disparate expectations and understanding different stakeholders have regarding family-school engagement, working to bridge any gaps and develop common group by leading workshops with families and staff focused on asset-mapping. We also lead data walks that highlight common responses received in the annual Asset and Needs Assessment surveys. MPS sustains our commitment to authentic engagement opportunities through monthly family meetings and events at each school that are also open to the surrounding community. We also utilize the Plan Do Study Act (“PDSA”) method when testing a change in policy or practice that is implemented among our current family engagement practices.

As community schools, each MPS school also is anchored in the four pillars of community schools that can be found in the *Community Schools Playbook*, a project by the Partnerships for the Future of Learning.⁴ The four pillars include:

- *Integrated Student Supports*: A dedicated staff member coordinates support programs to address out-of-school learning barriers for students and families. Mental and physical health services support student success.
- *Expanded and Enriched Learning Time and Opportunities*: Enrichment activities emphasize real-world learning and community problem solving. After-school, weekend, and summer programs provide academic instruction and individualized support.
- *Active Family and Community Engagement*: Schools function as neighborhood hubs. There are educational opportunities for adults, and family members can share their stories and serve as equal partners in promoting student success; and
- *Collaborative Leadership and Practices*: Parents, students, teachers, principals, and community partners build a culture of professional learning, collective trust, and shared responsibility through site-based leadership teams and teacher learning communities.⁵

Through the exchange of “best practices” across our MPS school sites, as well as broader regional and state technical assistance (through monthly and quarterly workshops), we focus specifically on the characteristics of high-quality implementation for each pillar. We are committed in the long run to the ongoing work of advocating for our students, families and the communities we serve, mobilizing resources and partners through collaborative and coordinated efforts for more meaningful impact on the community.

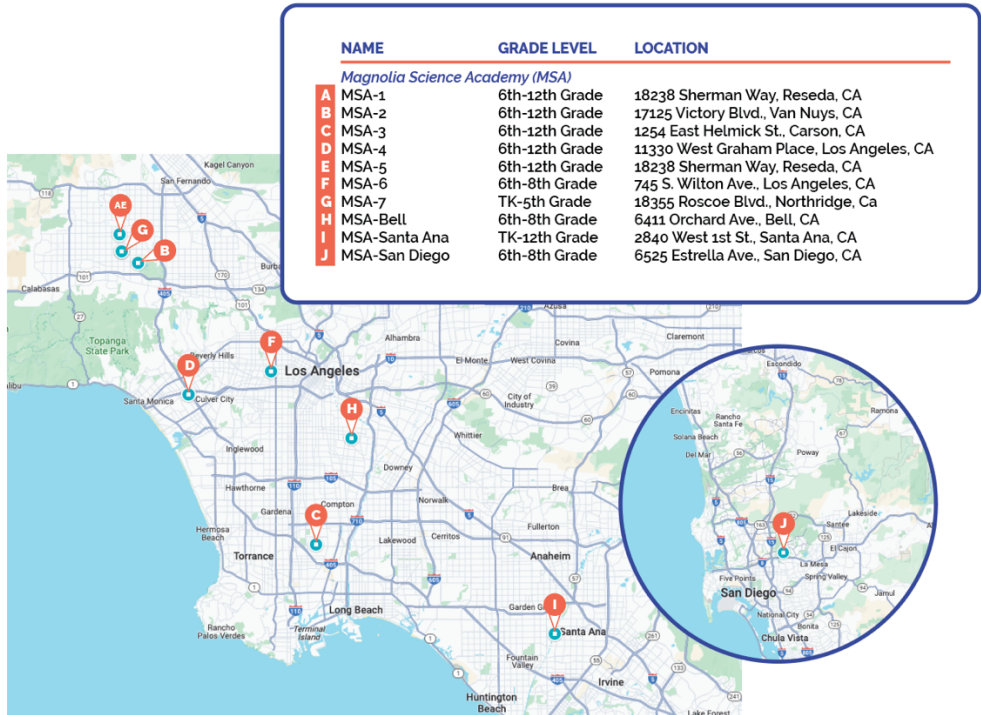
³ <https://www.dualcapacity.org/>

⁴ <https://communityschools.futureforlearning.org/>

⁵ <https://communityschools.futureforlearning.org/#section-two>

Current Locations and Grade Levels of MPS Sites

MPS currently operates 10 charter schools in California. The figure below shows the current locations and grade levels of these sites.



MSA-3’S PERFORMANCE DURING THE CURRENT CHARTER TERM MEETS RENEWAL CRITERIA UNDER EDUCATION CODE §§ 47607 AND 47607.2

As detailed in the recently updated (May 2024) *LACOE Charter Renewals Policy* (“LACOE Policy”):

[A] charter may be renewed or denied renewal based on these criteria found in EC 47605, 47607 and 47607.2:

1. Do the petition and supporting documentation reflect a sound educational program for pupils? Are the petitioners likely to successfully implement the program set forth in the petition? Does the petition contain a reasonably comprehensive description of all required elements and affirm the conditions of EC 47605(e)?
2. Is the charter eligible for renewal under the High, Middle, or Low performing category and has the charter provided an argument with sufficient evidence that it has attained the criteria for renewal under that category? Has the charter attained measurable increases in academic achievement schoolwide and for numerically significant subgroups⁵ served by the charter school, and if applicable, does the school have strong postsecondary outcomes?
3. Does the charter school have discriminatory enrollment or dismissal practices? Does the charter have substantial fiscal or governance issues?

(LACOE Policy, p. 7.)

While MSA-3 does not fully agree with LACOE’s summary of applicable legal requirements and standards for charter renewal, in good faith, we have embraced LACOE’s process for renewal and hold any legal arguments in reserve.

MSA-3 is pleased that applicable law, as well as the California Department of Education (“CDE”) determined that MSA-3 is a “**Middle Performing School**” for renewal evaluation purposes.⁶ For middle performing charter schools, LACOE’s summary of Education Code Section 47607.2(b) outlines some of the legal requirements for the chartering authority, including:

Shall consider schoolwide performance and performance of all subgroups on the Dashboard, **while providing greater weight to performance on measurements of academic performance** in determining whether to grant a charter renewal.

Shall also consider clear and convincing evidence with **verified data** showing either:

- (1) The school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school OR
- (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

Note: MAY DENY ONLY upon making written findings that: (1) the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of the school; AND (2) closure is in the best interest of the pupils; AND (3) the decision provided greater weight to the performance on measurements of **academic performance**.

(LACOE Policy, p. 8, emphasis in original.)

We address each of LACOE’s summary criteria in turn below.

MSA-3 Meets Criterion 1 For Renewal with a Sound Educational Program, Strong Capacity and A Reasonably Comprehensive Charter Petition

As noted above, LACOE’s summary Criterion 1 involves review of the statutory reasons for charter petition denial in Education Code Section 47605(c), including:

- (1) *The charter school presents a sound educational program.*

As evidenced by this comprehensive charter petition, LACOE’s past renewal of our charter based on the same educational program, and the state and local indicator outcomes detailed under LACOE’s summary Criterion 2 below, MSA-3 presents a sound educational program for the students we serve. Please also see the discussion below item (2) regarding LACOE staff’s assessment of MSA-3’s educational program.

⁶ <https://www.cde.ca.gov/sp/ch/csp/performcategory.asp>.

(2) *The petitioners are demonstrably likely to successfully implement the program set forth in the petition.*

As evidenced by this charter petition, LACOE's past renewal of our charter based on similarly successful implementation of the program detailed herein, and the state and local indicator outcomes detailed under LACOE's summary Criterion 2 below, MSA-3 is demonstrably likely to continue successfully implementing our exemplary educational program.

As further evidence of the soundness of MSA-3's educational program and the capacity of our team to successfully implement the program detailed throughout these pages, we offer highlights of the three 2022-23 Oversight Protocol reviews provided to MSA-3 by LACOE in anticipation of this renewal: *Instructional Program Review, Governance Review, and Budget Review*. The strengths highlighted in these reports are further evidence that MSA-3 presents a sound educational program and capacity to successfully implement the program.

The 10-page LACOE Charter School Office ("CSO") Oversight Protocol **Instructional Program Review** for MSA-3, based on site visits on 11/3/2022 and 5/18/2023, covers six different topics: Educational Program, Services to Special Populations, Curricular Materials, Professional Development & Teacher Qualifications, Ongoing Assessment and Facilities and Operations.⁷

As summarized by LACOE staff:

The instructional program at MSA-3 aligns with the program described in the charter. The school uses standards-based materials with all students, including supplemental materials for students with special needs, English learners, and students needing intervention. A review of staffing records shows that teachers at MSA-3 are properly credentialed for the classes they instruct. The school professional development calendar includes mandated trainings for staff and training for staff in alignment with achievement goals. MSA-3 has also implemented a system of internal benchmarks to evaluate student progress and plan for instruction. MSA-3 has identified the need for increased academic achievement for students with disabilities, English learners, and African American students. The LACOE CSO staff visited several classrooms during both the fall and spring visits. Classroom observations of sample classes yielded the following:

- *Evidence of student collaboration in small groups*
- *Positive rapport between students and teachers*
- *Students asked purposeful questions*
- *Student work displayed throughout rooms*
- *Some formative assessments given within some classrooms*
- *Inclusion of ELs, SEDs, students with exceptions, accessing curriculum with all students*

A review of the school's Child Abuse Mandated Reporter Training records revealed the school has implemented a system for training staff based on the requirements set forth in law. The school has established a system of internal benchmarking and processes for ongoing data analysis.

⁷ Los Angeles County Office of Education Charter School Office Oversight Protocol **INSTRUCTIONAL PROGRAM REVIEW 2022-23** for Magnolia Science Academy-3 (6-12) ("LACOE 2022-23 Instructional Program Review").

Emergency drills were scheduled regularly during the school year, and included fire, earthquake, shelter in place, and lockdown practices in-person, at the school site.

(LACOE 2022-23 Instructional Program Review, pp. 8-9.)

The five-page LACOE CSO Oversight Protocol **Governance Review**, conducted to cover all LACOE-authorized MPS charter schools with upcoming renewals (MSA-1, MSA- 2 and MSA-3 this year, and MSA-5 next year), covers six different topics: Organizational Management, Capacity/Composition, Structure, Clarity, Meetings and Parent and Staff Involvement.⁸

The Governance Review for MSA-3 concludes:

The current board consists of seven members and is consistent with the approved bylaws. All regular meetings, special meetings, and committee meetings are compliant with the Brown Act. A review of audio recordings, school and board documents, and site visits indicate that parent and stakeholder involvement exist. There have been no notices of violation or documented board complaints. The board has demonstrated effective governance and the ability to take action in alignment with the school’s mission and vision.

(LACOE 2022-23 Governance Review of MPS, p. 4.)

(3) The petition contains reasonably comprehensive descriptions of all 15 required elements.

The next component of LACOE’s summary Criteria 1 is met through this charter renewal petition that contains extensively detailed descriptions – far more than the reasonably comprehensive level required by statute – of all 15 required elements in Education Code Section 47605(c)(5). While we have updated our charter to reflect current practices and new initiatives at our school, our model remains largely the same as what the LACOE Board authorized during our last renewal.

(4) The petition contains an affirmation of each of the conditions described in 47605(e).

See “Affirmations, Assurances and Declarations,” preceding Element 1.⁹

MSA-3 meets Criteria 1 for renewal.

MSA-3 Meets Criterion 2 as a Middle-Tier School with Strong Performance on the State and Local California School Dashboard Indicators

⁸ LACOE CSO Oversight Protocol **Governance Review** for MSA-3, October 3, 2023 (“LACOE 2022-23 Governance Review”).

⁹ While not captured in LACOE’s summary, the MSA-3 charter petition also complies with Education Code Section 47605(c)(6) by including a declaration of the exclusive public school employer of the Charter Schools employees. Further, the charter document includes “a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.” Education Code Section 47607(b).

We are pleased that the law and the CDE determined that MSA-3 is a “**Middle Performing School**” for purposes of charter renewal, based on the California State Dashboard indicators:¹⁰

The Education Code Section 47607(c) to defines “high performing” charter schools and Education Code Section 47607.2(a) defines “low performing” charter schools; Education Code Section 47607.2(b) defines “middle performing” charter schools as those not meeting the definition of high- or low-performing. The statute also instructs:

- (b)(1) For all [Middle Performing charter schools], the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the **state indicators** included in [the California School Dashboard reports (“Dashboards”)] and the performance of the charter school on the **local indicators** included in [Dashboards].
- (2) The chartering authority shall provide **greater weight** to performance on **measurements of academic performance** in determining whether to grant a charter renewal.
- (3) In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence [(“Verified Data”)] showing either of the following:
 - (A) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school [or]
 - (B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.
-
- (6) The chartering authority may deny a charter renewal pursuant to this subdivision only upon making **written findings, setting forth specific facts to support the findings**, that the charter school has **failed to meet or make sufficient progress toward meeting standards** that provide a benefit to the pupils of the school, that closure of the charter school **is in the best interest of pupils** and, if applicable pursuant to paragraphs (2) and (3), that its decision provided **greater weight** to performance on **measurements of academic performance**.

(Education Code Section 47607.2(b) (emphasis added); also noting that a middle performing charter school “shall” be granted a renewal term of five years.)

Two key phrases are explicitly defined by the Education Code within these provisions. First, the Education Code specifically defines the phrase “**measurements of academic performance**”:

- (3) For purposes of this section and Section 47607.2, “measurements of academic performance” means indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 that are based on statewide assessments in the **California Assessment of Student Performance and Progress** system, or any successor system, the **English Language Proficiency Assessments for California**, or any successor system, and the **college and career readiness indicator**. (Education Code Section 47607(c)(3), emphasis added.)

We note that LACOE’s Policy modifies the standards and requirements established by the state legislature by requiring an accounting of a charter school’s Measurable Pupil Outcomes,” (“MPOs”) from

¹⁰ <https://www.cde.ca.gov/sp/ch/csp/performcategory.asp>.

the current charter, even including a “required” table for reporting on specific outcomes based on these MPOs.¹¹ The policy inaccurately states the standard for denying a charter renewal petition as:

Non-renewal for a Middle Performing school may only be made if the authorizer makes factual findings that the school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of the school, *including the school’s Measurable Pupil Outcomes*, and that the school’s closure is in the best interest of the pupils (see *EC 47607.2(b)(6)*). In making this determination, the authorizer must show that it provided the greatest weight to the performance on measures of academic performance.

(LACOE Charter Policy, p. 11, emphasis added.)

Again, as defined just above, the “measurements of academic performance” intended to be reviewed for consideration of renewal are those reported on the Dashboards.

In accordance with the State Board of Education’s approved list of “Verified Data” assessments, following our presentation of the Dashboard metrics, MSA-3 presents data from the Measures of Academic Progress (“MAP”) Growth, by Northwest Evaluation Association (“NWEA”), administered in Reading and Mathematics to our students in grades 6-11. We also present compelling evidence of our

¹¹ While MSA-3 has provided this “required” table, we wish to be clear that the goals and outcomes now considered to be MSA-3’s MPOs were written and added after the charter was authorized, as a condition of renewal. (LACOE Conditions of Authorization for MSA-3, December 16, 2016 (requesting, among other things, that MSA-3, “Provide pupil academic outcomes for all significant student groups served by the school and provide baseline data (2015-16) to current list of Measurable Pupil Outcomes (MPOs) where available.”).) The stated objectives were much more detailed and ambitious than what MSA-3 originally had submitted in the charter, and were drafted years before the COVID-19 pandemic. MSA-3 contests LACOE’s position that MPO are part of the legal criteria for charter renewal. They are not. Further, MPOs drafted under the pressure of conditional charter approval do not reflect a thoughtful approach to student growth and achievement. We note that Education Code Section 47606.5 requires that each charter school adopt a Local Control and Accountability Plan (“LCAP”) or an update each year (school district-operated schools are included in one larger district LCAP), setting three-year goals and specific outcomes, stating specific actions to achieve each outcome and goal, tied to the eight State Priorities, and allocating resources accordingly. MSA-3’s LCAP and annual budget include stakeholder engagement in goal setting and resource allocation each year, including the Parent Advisory Committee and English Learner Advisory Committee, based on a reflection on data and the prior year’s goals, and they are approved by the MPS Board of Directors. (See Element 4: Governance, below.) This annual reflection and goal-setting/updating process is based on real-time data and careful analysis by our leadership team (at the school site and home office) and school site instructional staff. It is a much more relevant and accurate description of the Charter School’s goals, actions, and outcomes than is a set of MPOs developed when the entire world was different.

LACOE also requires petitioners to go well beyond the scope of the LCAP requirements and cover five years in detail (2025-2030) in the charter petition. The LCCFF system is intentionally designed so that schools have the benefit *annual*, recent data when they set goals and make updates. Moreover, A.B. 1505 introduced a significant overhaul of the Charter Schools Act, and made clear that the intent is for charter schools to meet or exceed state averages on each of the state indicators in the Dashboard, and to “meet” the local indicators on the Dashboard, all of which is aligned with the state’s eight priorities (and numerous sub-parts). Education Code Sections 47607(c) and 47607.2. In essence, these are now the goals and outcomes for all charter schools in California.

students' strong post-secondary outcomes, including college enrollment, degrees earned and college persistence rates from the National Student Clearinghouse, as well as CDE's Dataquest.

MSA-3'S 2024 CALIFORNIA SCHOOL DASHBOARD ACADEMIC INDICATORS WARRANT RENEWAL

First, for context, we offer a comparison of the enrollment demographics of MSA-3 to those across the State, using enrollment data from 2023-24 to reflect those students included in the most recently published California School Dashboard reports and other data:

Enrollment Data	MSA-3	California
<i>Total Enrollment</i>	389	5,837,690
<i>% SED</i>	71.7%	62.7%
<i>% EL + RFEP</i>	5.4% + 22.4%	18.4% + 15.8%
<i>% SWD</i>	13.9%	13.7%
<i>% Homeless and Foster Youth (H/FY)</i>	5.4% + 2.6%	3.6% + 0.5%
<i>% Migrant Education</i>	0.0%	0.8%
<i>% Hispanic/Latino</i>	58.1%	56.1%
<i>% Black</i>	38.0%	4.9%
<i>% American Indian</i>	0.0%	0.4%
<i>% AFPI</i>	0.3%	12.5%
<i>% White</i>	0.5%	20.3%
<i>% Two or More Races</i>	3.1%	4.6%

(Source: Dataquest.com.)

In looking at our key student groups especially, MSA-3 has considerably more SED students (71.7%) than the State average (62.7%), slightly more SWD (13.9% compared to 13.7% average across CA), nearly double the rate of Homeless and Foster Youth (8.0% combined, compared to 4.1% combined across the State), a rate similar to that of the state for Hispanic/Latino students (58.1% compared to 56.1%), and a significantly higher proportion of Black students, compared to the statewide average (38.0% v. 4.9%). We also highlight that MSA-3 has significantly more students who are Reclassified Fluent-English Proficient ("RFEP") after starting in California public schools as English Learners – 22.4% at MSA-3 compared to just 15.8% across California (across all grades).

Looking at the rates statewide of RFEP students in secondary grades compared to elementary grade levels shows that from 6th through 12th grades, the percentages of students enrolled across the State who are categorized as RFEP is 16.9% in 6th grade (with 18.8% of 6th graders statewide classified as ELs, compared to 26.5% of Kindergarteners) and by 12th grade, 30.3% of 12th graders are RFEP (with only 11.1% of 12th graders classified as ELs).

California English Learners, 2023-24

Grade	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)
TK	151,491	69.9%	1.9%	26.6%	0.0%
KN	370,750	68.6%	3.9%	26.5%	0.1%
01	396,408	67.4%	4.6%	25.9%	1.9%
02	414,486	66.7%	4.9%	24.4%	3.8%
03	416,362	65.2%	5.9%	24.0%	4.7%
04	426,194	63.7%	6.6%	22.7%	6.9%
05	430,596	62.2%	6.1%	20.8%	10.8%
06	433,670	60.4%	3.8%	18.8%	16.9%
07	440,688	59.3%	3.9%	16.2%	20.5%
08	443,063	57.9%	4.1%	13.9%	24.1%
09	466,915	55.0%	4.2%	13.0%	25.2%
10	477,313	55.2%	4.4%	12.6%	27.3%
11	470,608	54.5%	4.5%	11.8%	29.0%
12	499,146	53.7%	4.6%	11.1%	30.3%

Source:

<https://data1.cde.ca.gov/dataquest/dqcensus/EnrELAS.aspx?cds=00&agglevel=state&year=2023-24&ro=y>

At MSA-3, we start with significantly fewer EL students in 6th grade (4.1%), with 10.2% RFEP, and by 12th grade we have 6.3% EL and 31.3% RFEP.

MSA-3 English Learners, 2023-24

Grade	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)
06	49	83.7%	2.0%	4.1%	10.2%
07	40	82.5%	0.0%	2.5%	15.0%
08	80	67.5%	3.8%	8.8%	20.0%
09	58	55.2%	8.6%	6.9%	27.6%
10	56	57.1%	12.5%	3.6%	26.8%
11	58	72.4%	0.0%	3.4%	24.1%
12	48	56.3%	6.3%	6.3%	31.3%

Source:

<https://data1.cde.ca.gov/dataquest/dqcensus/EnrELAS.aspx?cds=19101990115030&agglevel=School&year=2023-24&ro=y>

The graphic below illustrates MSA-3’s schoolwide performance on the state and local indicators in 2023-24:



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024>

The 2024 Dashboard indicates that MSA-3 meets all of the local indicators: Basics, Implementation of Academic Standards, Parent and Family Engagement, Local Climate Survey, and Access to a Broad Course of Study.

As seen in this table MSA-3’s overall performance in both academic and non-academic metrics is inside the range of its neighboring schools. MSA-3 outperformed those schools, as well as the State, in Graduation Rate and College/Career Readiness, and exceeded some, though not all, in the areas of English Learner Progress, ELA, and Math. We acknowledge that further growth is needed in these areas, as well as Suspension Rate and Chronic Absenteeism, and our team is taking active steps to improve. These efforts are already paying off, as evidenced by MSA-3’s improvement across nearly all Dashboard metrics in 2024, which is detailed in more depth in the following pages.

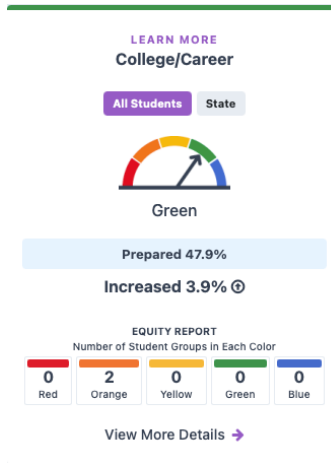
2024 Dashboard Performance Levels Comparison

	MSA-3	Gardena Senior High School	Rancho Dominguez Prep	Carson Senior High School	CA
ELA	-38.4 DFS	-56.1 DFS	-25.0 DFS	-2.4 DFS	-13.2 DFS
Math	-92.6 DFS	-108 DFS	-81.3 DFS	-101.8 DFS	-47.6 DFS
English Learner Progress	38.9% making progress	29.7% making progress	48.3% making progress	66.0% making progress	45.7% making progress
College/Career Indicator	47.9% prepared	29.7% prepared	31.4% prepared	45.8% prepared	45.3% prepared

Graduation Rate	93.9% graduated	91.4% graduated	92.8% graduated	92.2% graduated	86.7% graduated
Chronic Absenteeism	27.3% chronically absent	-	20.5% chronically absent	-	18.6% chronically absent
Suspension Rate	2.2% suspended at least one day	0.0% suspended at least one day	0.1% suspended at least one day	0.0% suspended at least one day	3.2% suspended at least one day

COLLEGE/CAREER INDICATOR (“CCI”)

MSA-3’s Class of 2024 achieved a “green” on the 2024 Dashboard College/Career Indicator, with 47.9% of graduating students considered “Prepared” for College and/or Career, representing a year-over-year increase of 3.9 percentage points and exceeding the State’s 2024 average of 45.3% by 2.6 percentage points.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024#college-career-card>¹²

The CCI “represents the percentage of high school graduates that local education agencies (LEAs) prepare for college or a career.”¹³ As detailed in the California Department of Education’s *2024 Dashboard Technical Guide: College and Career Indicator (“CCI”)*, “[T]he CCI was designed to encourage high schools to provide all students with a rigorous broad course of study that will lead to likely success after high school. It recognizes that students pursue various options, whether completing: (a) a Career Technical Education (CTE) Pathway, (b) course requirements for meeting University of California (UC) or California State University (CSU) requirements (i.e., a-g), or (c) a course of study specifically designed to meet the student’s individual interests.”¹⁴

¹² All MSA-3 Dashboard tiles included herein are sourced from the same 2024 CA School Dashboard report.

¹³ <https://www.cde.ca.gov/ta/ac/cm/dashboardccr.asp>

¹⁴ CA Department of Education, *2024 Dashboard Technical Guide: College and Career Indicator (CCI)*, 2024, p. 2.

As a very small high school with approximately 50 students per graduating class in recent years, all of the broad offerings contemplated by the CCI are not realistic for our small school. The specific metrics included in the CCI are:

- **Met via Career Technical Education Pathway Completion [Not offered at MSA-3]**
- **Met via Smarter Balanced Assessment**
At least a Level 3 "Standard Met" on the Smarter Balanced Summative Assessments for both ELA and Mathematics.
- **Met via College Credit Course**
Completion of two semesters, three quarters, or three trimesters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded.
- **Met via Advanced Placement**
A score of 3 or higher on two Advanced Placement (AP) Exams.
- **Met via International Baccalaureate [Not offered at MSA-3]**
- **Met via a-g Completion**
Completion of courses that meet the University of California (UC) or California State University (CSU) a–g criteria with a grade of C or better, plus one of the following criteria:
 - CTE pathway completion with a C- or better in the capstone course
 - Smarter Balanced Summative Assessments: At least a level 3 “Standard Met” on ELA or Mathematics and at least a level 2 “Standard Nearly Met” on the other subject area.
 - One semester, two quarters, or two trimesters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded.
 - A score of 3 or higher on one AP exam or a score of 4 or higher on one IB exam.
- **Met via State Seal of Biliteracy**
Earned the State Seal of Biliteracy and scored level 3 "Standard Met" or higher on the ELA Smarter Balanced Summative Assessment.
- **Met via Leadership/Military Science [Not offered at MSA-3]**

The criteria for a student to be considered “Approaching Prepared” are as follows:

Met via Career Technical Education Pathway Completion [Not offered at MSA-3]

Career Technical Education (CTE) pathway completion with a C- or better in the capstone course.

Met via Smarter Balanced Assessment

Scored at least level 2 "Standard Nearly Met" on both the English language arts (ELA) and Mathematics Smarter Balanced Summative Assessments.

Met via College Credit Course

Completion of one semester, two quarters, or two trimesters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded.

Met via a-g Completion

Completion of courses that meet the University of California (UC) or California State University (CSU) a-g criteria with a C or better.

Met via Leadership/Military Science [Not offered at MSA-3]

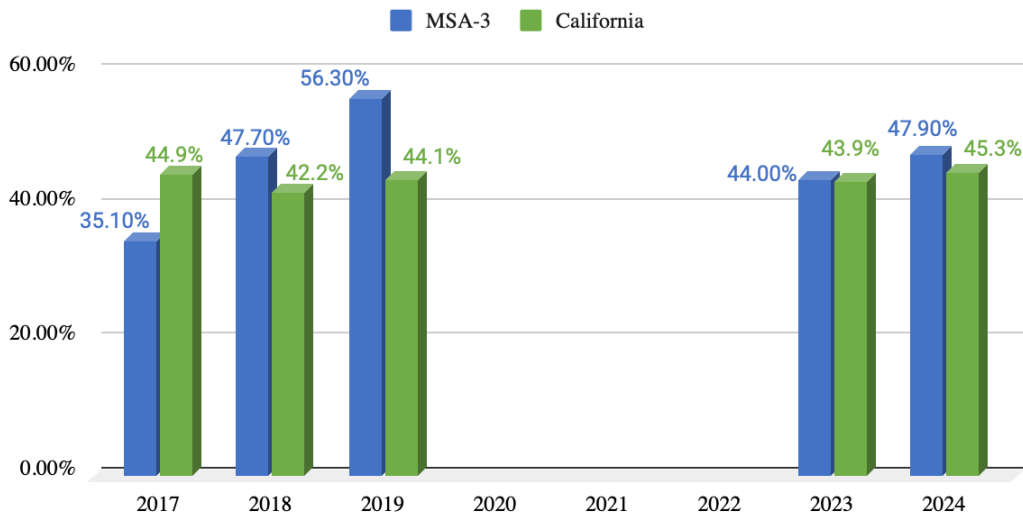
Source:

<https://www6.cde.ca.gov/californiamodel/ccireport?&year=2024&cdcode=&scode=0115030&reporttype=sgroups> (emphasis and bracketed notes added)

Notwithstanding the fact that our school is small, we are pleased that MSA-3's CCI made steady and substantial progress in CCI 2017-2019 (pre pandemic) with 2019 performance beating CA by 12 percentage points in 2019. Post pandemic data shows MSA-3 on par with the State in 2023, and exceeding the State by 2.6 percentage points in 2024:

College Career Indicator (CCI)

Excludes 2020 - 2022 (no Dashboard data due to COVID)



At MSA-3, given that our graduation requirements align with the A-G requirements to be eligible for enrollment at one of the state's acclaimed University of California ("UC") or California State University ("CSU") campuses, it is not surprising that 95.7% of our 2024 graduating cohort that met the CCI requirements did so via fulfilling A-G requirements plus either: (1) a "3"/Met standards on one subject of the CAASPP and a "2"/Nearly Met standards on the other CAASPP subject when the student was in 11th grade; (2) one semester of college coursework in our dual enrollment program with a grade of C- or better; or (3) a score of "3" or higher on an AP exam.¹⁵

In addition to the 22 graduating seniors in 2024 who met the A-G-"plus" criteria on the CCI, subsets of our graduating seniors also met the CCI via additional criteria:

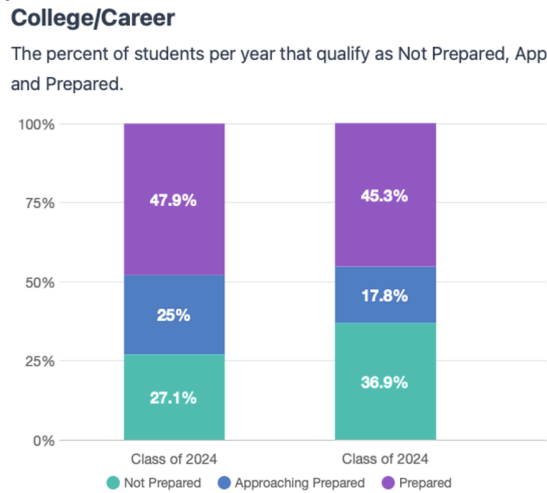
- Scoring 3/Standard Met on both ELA and Math on the CAASPP when they were in 11th grade (21.7% of our graduates who met the CCI "prepared" criteria);
- Completing two semesters, three quarters, or three trimesters of college coursework with a grade of C- or better in academic subjects (78.3% of those who met the CCI criteria), or

¹⁵ A fourth option involves CTE pathways, which MSA-3 does not offer.

- Earning the State Seal of Biliteracy¹⁶ plus scoring 3/Standard Met on the CAASPP ELA (8.7% of CCI-achievers).

Beyond the 47.9% of our 2024 graduates who were “prepared” on the CCI, an additional 25% of our graduating seniors were “Approaching Prepared,” leaving just 27.1% “Unprepared,” compared to 36.9% across the State who graduated “Unprepared.” Notably, the entire group of 12 students who were rated “Approaching Prepared” met the criteria via the A-G-Plus option, which is aligned with our graduation requirements.¹⁷

In the graphic below, MSA-3 students’ performance is in the bar column on the left, with the State averages imposed to the right.



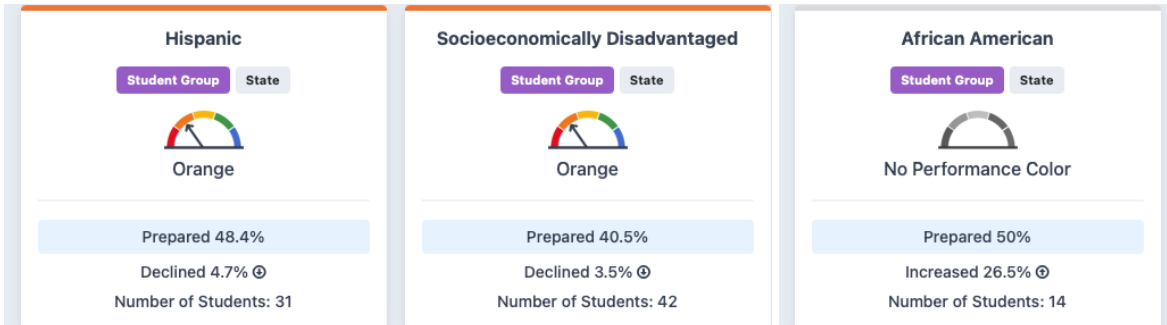
As a small school with small graduating cohorts (48 students in 2024), MSA-3 had just two student groups¹⁸ large enough to be assigned performance levels: Hispanic/Latino students (58.1% of total enrollment) and SED students (71.7% of total enrollment). In addition, data was reported for African Americans, a graduating cohort consisting of 14 students in 2023-24. MSA-3 is proud to report that all three of these student groups outpaced statewide averages in 2024, with 48.4% of Hispanic/Latino

¹⁶ The State Seal of Biliteracy is a recognition by the State Superintendent of Public Instruction for graduating high school students who have attained a high level of proficiency in speaking, reading, and writing one or more languages in addition to English. (<https://www.cde.ca.gov/sp/ml/documents/requrmntsposter.pdf>)

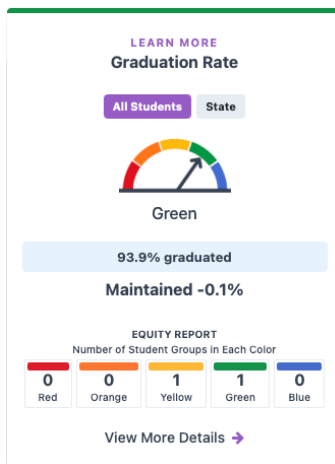
¹⁷ Currently, the Golden State Seal Merit Diploma is not included in the CCI, but 12 of our 45 Class of 2024 regular high school diploma graduates earned this accolade. To be eligible for the Golden State Seal, students (1) must be eligible to receive a high school diploma; and (2) must have demonstrated the mastery of the curriculum in at least six subject areas, including mathematics, English language arts, science, and United States history. (<https://data1.cde.ca.gov/dataquest/dqcensus/CohRate.aspx?cds=19101990115030&aggllevel=School&year=2023-24&initrow=&ro=y>)

¹⁸ As LACOE notes in its Charter Renewal Policy, the state is moving towards using the phrase “student groups” rather than “subgroups” in order to avoid any “negative connotations, especially in the context of historically marginalized groups and racial populations,” yet the phrase “student group” is not always used in state data reporting. We use the term subgroup and student group in this charter petition interchangeably and have strived to use appropriate language. We also note that LACOE states that “A subgroup consists of at least 30 pupils,” thus in many cases herein, we present data where our subgroups had far fewer students. (LACOE Policy, p. 7, fn 5.)

“prepared” (compared to 37.4% for the State), 40.5% of SED students “prepared” (compared to 37.4% for the State), and 50% of African American students “prepared,” (compared to 28.1% for the State). Notably, MSA-3’s African American students in particular saw a dramatic increase of 26.5 percentage points compared to 2023 results.



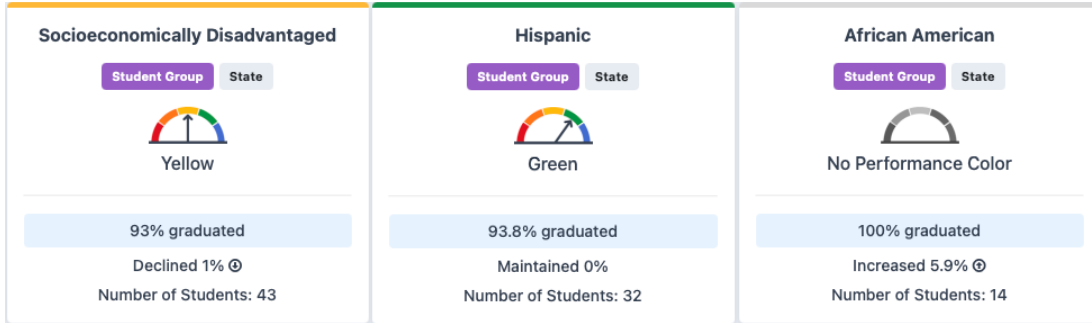
GRADUATION RATE



In 2024, MSA-3’s Dashboard graduation rate was 93.9%, on par with 2023’s 94%, and 7.2 percentage points higher than the statewide graduation rate of 86.7%.

Among our two statistically significant student groups – SED and Hispanic – the former was in the “Yellow,” with a graduation rate of 93% (8.6 points higher than the State’s 84.4%), and the latter was in the “Green,” with a graduation rate of 93.8% (8.5 points higher than the State’s 85.3%). As a result of this strong performance, MSA-3’s “All Students” color moved from Yellow to Green in 2024.

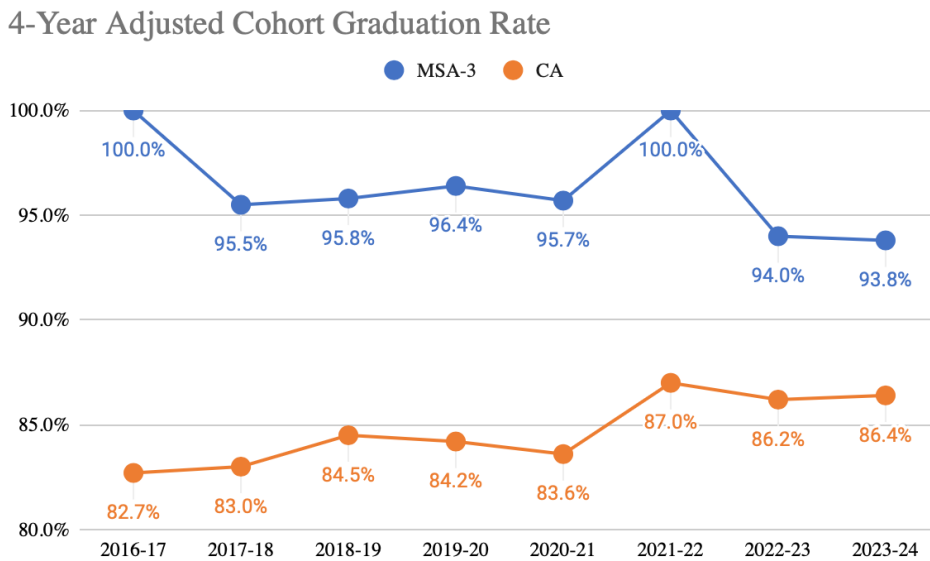
In addition, though not considered statistically significant due to cohort size, we note that a full 100% of our African American students graduated in 2024, increasing by 5.9 percentage points over last year and exceeding the statewide average of 79.1% by 20.9 percentage points.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-engagement#graduation-rate>

The graphic below includes data from the 4-year Adjusted Cohort Graduation Rate; while CDE combines the 4-Year and 5-Year rates to calculate the Graduation rate reported on the Dashboard, there were no graduation rates reported in 2020 and 2021, so we use the 4-Year Adjusted rates here, which are very close to the Dashboard graduation rates in the years those were available. As seen here, MSA-3 has achieved consistently strong graduation rates, even through the global pandemic, with overall rates between 93.8% and 100% from 2017 to 2024 – each year higher than the State averages by a range of 7.4 to 17.3 percentage points.

4-Year Adjusted Cohort Graduation Rate



Source: <https://dq.cde.ca.gov/dataquest>

A-G Completion Rate

While not published as Dashboard metric, we are exceptionally proud of the fact that even during and through the pandemic, we were still able to ensure that our graduates met A-G requirements. Though we saw a drop in 2023-24, MSA-3’s A-G success significantly surpasses the A-G completion rates across California (between 23.7% and 52.4% over the past seven years with published data), and is similarly

dramatically higher than the A-G completion rates across L.A. County (between 16.1% and 59.8% higher across the same time period).¹⁹

A-G Completion Rate

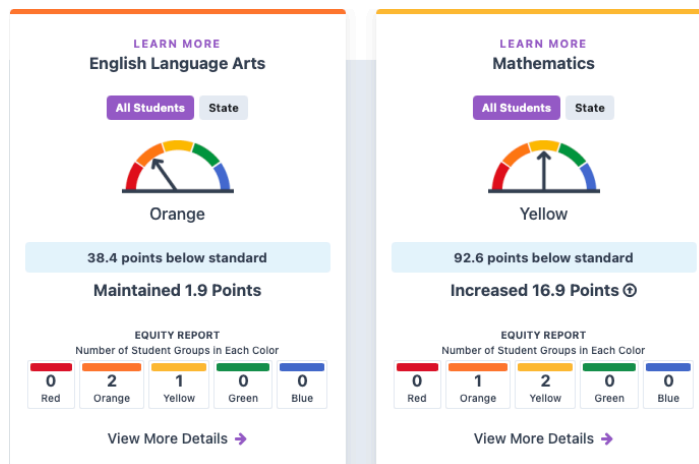
	MSA-3	Los Angeles County	State
2023-24	75.6%	59.5%	51.9%
2022-23	95.7%	59.8%	52.4%
2021-22	95.8%	58.2%	51.4%
2020-21	93.2%	58.7%	52.1%
2019-20	96.2%	53.6%	50.9%
2018-19	87.0%	56.6%	50.5%
2017-18	81.0%	56.2%	49.9%

Source: <https://dq.cde.ca.gov/dataquest>

MSA-3’s consistent track record in A-G completion highlights our commitment to preparing our students for post-secondary success.

CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS

On the 2024 California Assessment of Student Performance and Progress (“CAASPP”), MSA-3’s 6th to 8th and 11th graders were in the “Orange” tier, with a score of -38.4 Difference from Standard (“DFS”) in English Language Arts (“ELA”). In Math, MSA-3’s students were in the “Yellow” tier, with a score of -92.6 DFS. This was a significant increase of 16.9 points in Math over the prior year, while ELA increased 1.9 points. While we are extremely proud of these gains, we recognize that continued growth is needed, and we are making a dedicated effort to enhance student achievement in this metric.



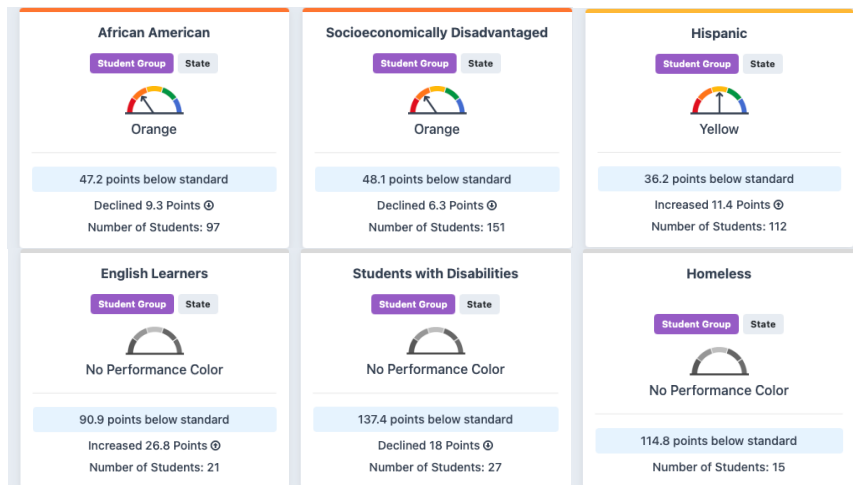
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024>

¹⁹ <https://data1.cde.ca.gov/dataquest/dqcensus/CohRate.aspx?cds=19&aggllevel=county&year=2023-24&initrow=&ro=y>

Equity Report: Student Group Performance on the CAASPP in ELA

MSA-3’s student group performance against the State averages in ELA are compelling:

- African American students – 38.0% of our student population – were -47.2 DFS in ELA, declining 9.3 points since last year but still exceeding the statewide average DFS (58.9) by 11.7 points.
- SED students – 71.7% of our enrollment – were -48.1 DFS in ELA, slightly trailing the State average for SED students of -40.9 DFS. Across the Los Angeles Unified School District (“LAUSD”), where MSA-3 is located, SED students were -40.2 DFS in ELA.²⁰
- Hispanic/Latino students – 58.1% of our enrollment – scored -36.2 DFS, an 11.4 increase since last year, slightly surpassing their peers across the State at -39.3 and LAUSD’s Hispanic/Latino students at -38.9 in ELA.
- Smaller Cohorts/No Performance Indicators:
 - ELs at MSA-3 were -90.9 DFS, a dramatic increase of 26.8 points since last year, but still short of the statewide average of -67.6, and -78.7 across LAUSD.
 - SWD were -137.4 DFS in ELA, compared to -95.6 across CA and -106.9 across LAUSD.
 - Homeless students scored -114.8 in ELA, behind the CA average of -70.4 and the LAUSD average of -93.7.



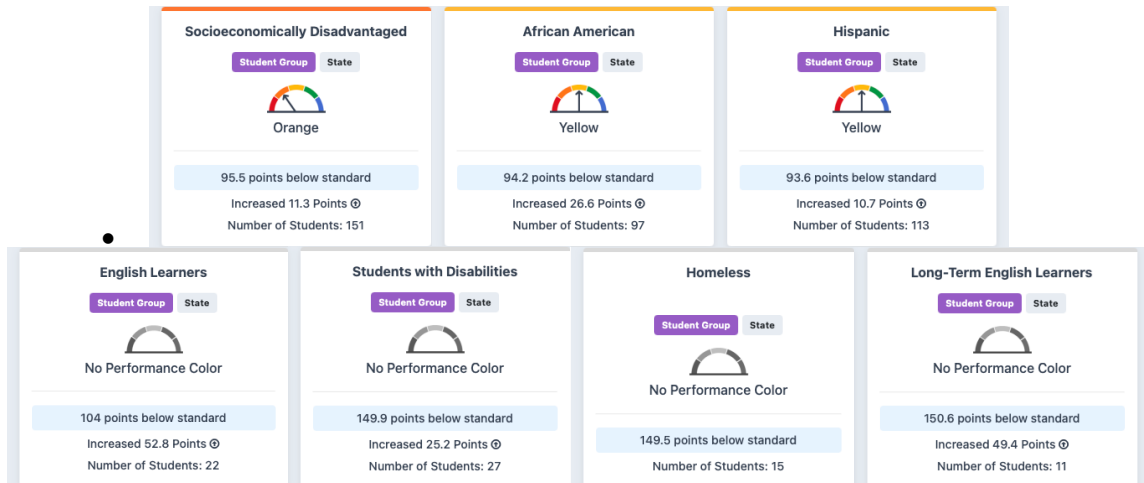
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#english-language-arts>

²⁰ <https://www.caschooldashboard.org/reports/1964733000000/2024/academic-performance#english-language-arts>

Equity Report: Student Group Performance on the CAASPP in Math

In Math, MSA-3’s student group performance compared to the State and district is as follows:

- SED students scored -95.5 DFS in Math increasing 11.3 points since last year, but not yet on par with the Statewide average for SED of -78.2, and LAUSD’s SED Math score of -72.6 DFS.
- African American students scored -94.2 DFS in Math in 2024, an increase of 26.6 points since 2023. Their performance was slightly better than the statewide average of -102.2 and in line with the LAUSD average of -91.9.
- Hispanic/Latino students scored -93.6 DFS, increasing 10.7 points since last year and narrowing the gap on the CA average of -79.2, with the LAUSD average -72.6 DFS
- Smaller Cohorts/No Performance Indicators:
 - ELs at MSA-3 were -104 DFS, a dramatic increase of 52.8 points since 2023. This is approaching the average of -93.4 across CA and -95.4 across LAUSD.
 - MSA-3’s SWD scores improved by 25.2 points in 2024, for an average of -149.9 DFS, compared to -124.3 across CA and -131.3 across LAUSD.
 - Homeless students scored -149.5 DFS, lower than the State score of -106 and the LAUSD score of -117.3.
 - LTELs increased their scores by 49.4 points, for an average of -150.6 DFS. This is slightly stronger than the statewide average of -163.5 and the LAUSD score of -179.2.



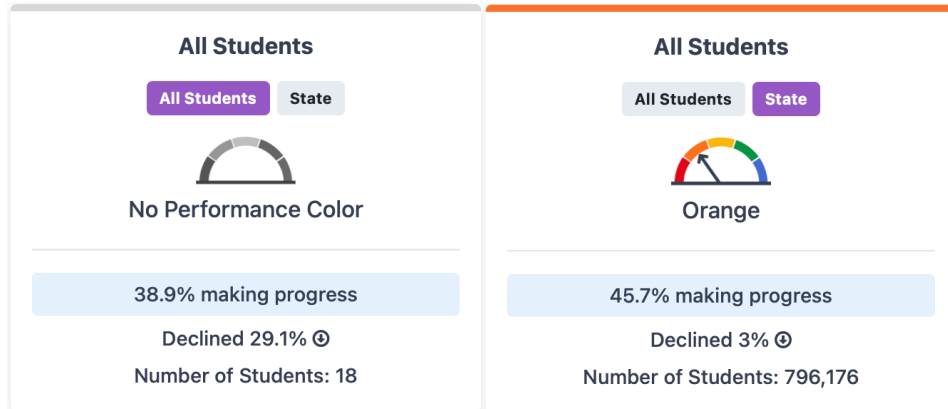
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#mathematics>

While we recognize that there is still much work to be done to increase our student groups’ outcomes across the board, we are encouraged by the progress these 2024 results represent, particularly in Math, with every student group with comparison data increasing their DFS by double-digits over 2023 results. Looking ahead, we are confident that the strategies and supports we are implementing will drive continued improvement in both Math and ELA.

ENGLISH LEARNER PROGRESS INDICATOR

On the Dashboard’s English Learner Progress Indicator (“ELPI”), MSA-3 in 2023 was not given a performance color but noted that 38.9% of our 18 EL students made at least one year’s progress

towards English language proficiency, compared to 45.7% across the State. LAUSD had an ELPI in 2024 of 47.5%.



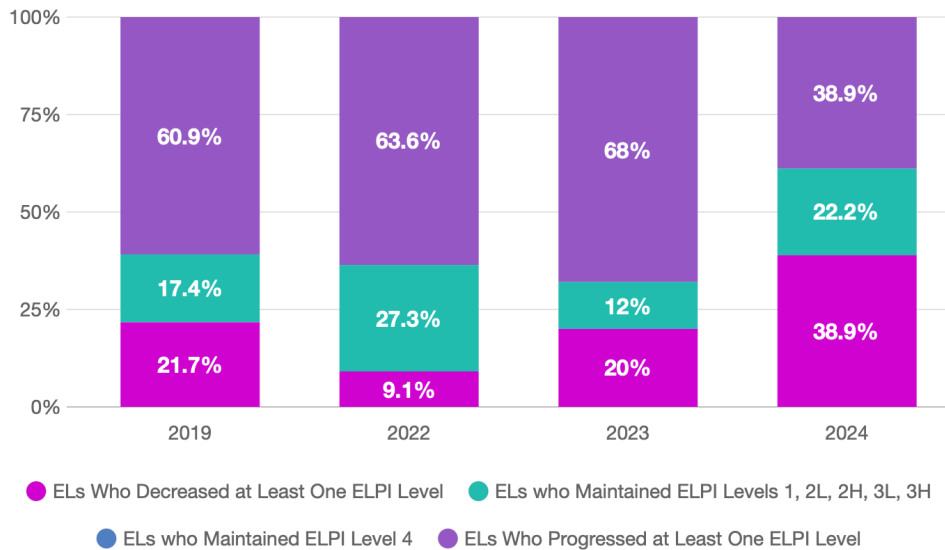
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#english-learner-progress>

As shown in the additional details on the Dashboard under the ELPI, in 2024, 38.9% of our ELs progressed at least one level, 22.2% maintained their level and 38.9% of ELs decreased at least one level.

Student English Language Acquisition Results

Summative ELPAC

The percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-performance#english-learner-progress>

We note that while the Dashboard only published the overall “percentage of students making progress towards English language proficiency” for four of the past seven school years (2019, 2022, 2023, and 2024), MSA-3 outperformed the both the LAUSD and State average for three of those four years, in some cases by as many as 19.6 percentage points. Though we saw a drop in percentage in 2024, a fluctuation related in part to the small cohort size (just 18 students; the smallest in this charter term), we are proud of the progress our English Learners have made, and we will continue to target this area going forward.

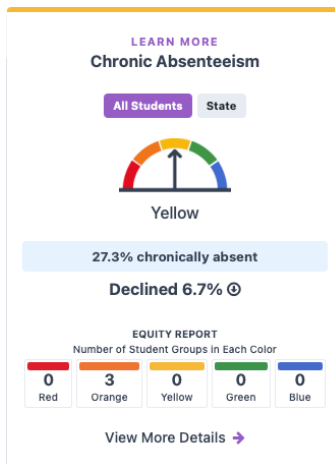
ELPI for MSA-3 and California

	2024	2023	2022	2021	2020	2019
MSA-3	38.9%	68%	63.6%	-	-	60.9%
LAUSD	47.5%	48.4%	51.4%	-	-	45%
State	45.7%	48.7%	50.3%	-	-	48.3%

Source: <https://www.caschooldashboard.org>

We turn now to the “non-academic” metrics on the Dashboard, and then address our “verified data.”

CHRONIC ABSENTEEISM

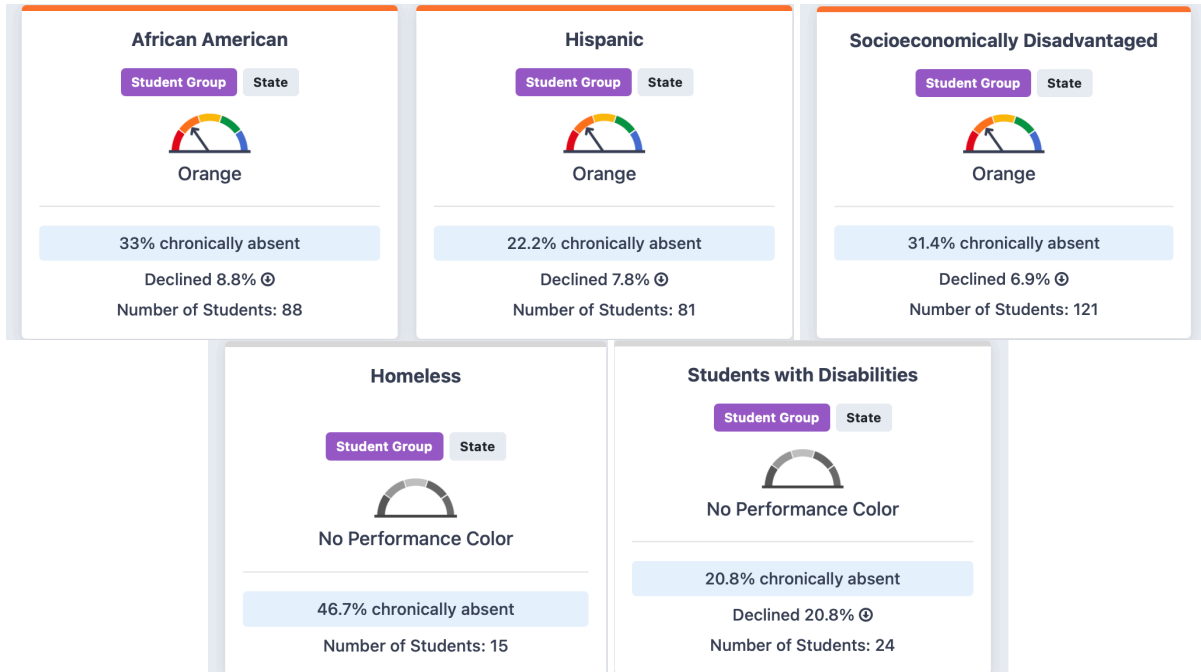


Chronic absenteeism “shows how many students were absent for 10 percent or more of the total instructional school days each student was expected to attend. For accountability, the Chronic Absenteeism indicator only applies to students in grades Kindergarten through grade 8.”²¹ Like schools across the nation, since the start of the pandemic, MSA-3 continues to struggle with high rates of chronic absenteeism. In 2023-24, chronic absenteeism declined a considerable 6.7 percentage points to

²¹ <https://www.caschooldashboard.org/about/glossary>

27.3% (only reported for our middle grade students in 6-8), compared to the State average that year of 18.6%, and LAUSD average of 23.3%.²²

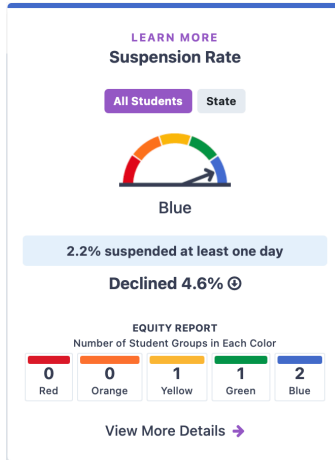
The School’s statistically significant student groups performed on par or somewhat below than the State: African American 33%, Hispanic/Latino 22.2%, and SED students were 31.4% chronically absent, compared to 31.3% across the State for African American, 21.7% for Hispanic/Latino, and 23.4% for SED. Though not yet to pre-pandemic levels, and still slightly short of statewide averages, we are proud to be trending in the right direction, with the rate of chronic absenteeism for all of our statistically significant student groups (those with Dashboard performance indicators) declining considerably in 2024.



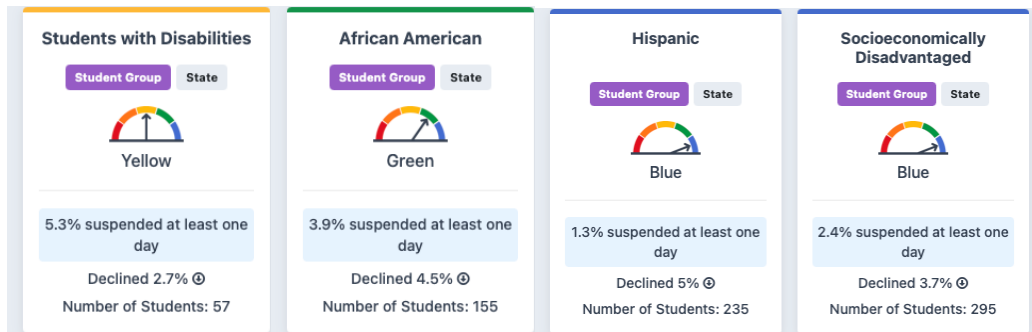
Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/academic-engagement#chronic-absenteeism>

SUSPENSION

²² <https://www.caschooldashboard.org/reports/19101990115030/2024> and <https://www.caschooldashboard.org/reports/19647330000000/2024>



For the 2024 CA Dashboard Suspension Rate, MSA-3 had a suspension rate of 2.2% of students suspended at least one day, compared to the State average of 3.2%. This represents a significant improvement over 2023, declining 4.6 percentage points and outperforming the statewide average by one percentage point.



Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/conditions-and-climate#suspension-rate>

All of MSA-3’s statistically significant student groups saw a decline in suspension rates in 2024, with SWD at 5.3% (a 2.7% decline); African Americans at 3.9% (a 4.5% decline); Hispanic students at 1.3% (a 5% decline); and SED students at 2.4% (a 3.7% decline). Notably, MSA-3’s suspension rates for each of these student groups were lower than statewide averages:

2024 Suspension Rate for MSA-3 and California

	All Students	Students with Disabilities	African American	Hispanic	Socioeconomically Disadvantaged
MSA-3	2.2%	5.3%	3.9%	1.3%	2.4%
California	3.2%	5.4%	8.4%	3.4%	4%

Source: <https://www.caschooldashboard.org/reports/19101990115030/2024/conditions-and-climate#suspension-rate>

ADDITIONAL DATA HIGHLIGHTING MSA-3's SUCCESS

Enrollment and Student Retention/Stability Rate

During this extended charter term that began with the 2017-18 school year, LAUSD, our surrounding school district, has lost 91,512 students from its enrollment rolls, approximately 15% of its total enrollment.²³ MSA-3 continues to be co-located utilizing the Proposition 39 facilities and as a result struggled to maintain a strong enrollment over the charter term from 455 students in 2017-18 to 389 students in 2023-24.²⁴ Despite this fact, we have weathered the impacts of the global pandemic well, with retention rates this charter term ranging from 89.9 to 95.6%. Our student stability rate has been the same or higher than the State average each of the past seven years except 2022-23 (89.9% at MSA-3 compared to 91.2% across CA) and has been higher than the LAUSD average each of the past seven years.

Stability Rates

School Year	MSA-3	LAUSD	California
2023-24	91.4%	89.3%	91.0%
2022-23	89.9%	87.5%	91.2%
2021-22	90.6%	84.6%	89.8%
2020-21	95.6%	90.5%	92.3%
2019-20	92.0%	88.8%	92.0%
2018-19	91.4%	87.5%	91.0%
2017-18	92.2%	87.5%	91.0%

Source: <https://dq.cde.ca.gov/dataquest/>

Stakeholder Surveys

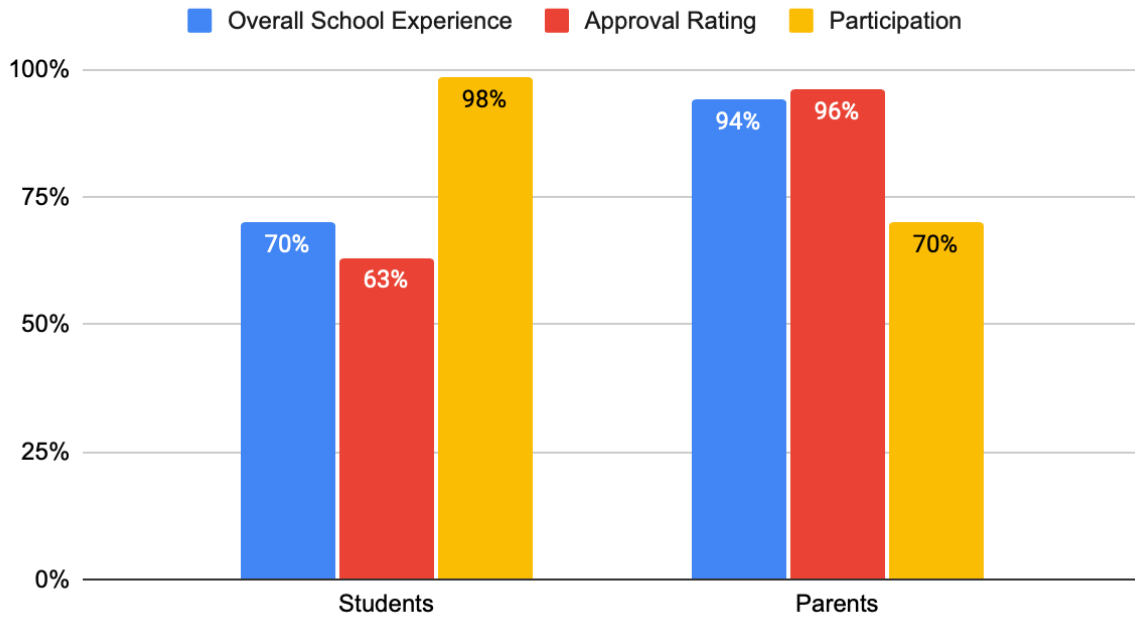
MSA-3 has a strong home-school connection. In the 2023-24 school year, MSA-3 administrators and teachers completed home visits for 52 students (about 13.6% of the school population), to talk with students and their families about the school, the student's goals and progress, and family concerns.

MSA-3 conducts annual surveys to measure satisfaction levels and gather important feedback from students, staff and parents. In the most recent 2023-24 survey, participation rates were 98% of students and 70% for families. These results are shared with the entire school community, including the Board. We are pleased that parents report high levels of satisfaction, though we note that according to the survey, student satisfaction rates need to be increased. In most cases our students selected "neutral" in their responses and did not state that they were unsatisfied or disagreed with the statements in the survey, yet we are working to increase overall satisfaction. MSA-3 is utilizing Student Government to help assess student needs and requests, and our leadership is discussing areas of improvement with the Parent Advisory Committee.

²³ <https://data1.cde.ca.gov/dataquest/dqcensus/EnrGrdYears.aspx?cds=1964733&aggllevel=district&year=2023-24>

²⁴ <https://data1.cde.ca.gov/dataquest/dqcensus/EnrGrdYears.aspx?cds=19101990115030&aggllevel=School&year=2023-24&ro=y>

MSA-3 2023-24 Satisfaction Rates



Source: internal survey data

As all of the foregoing data shows – with “greater weight” on the academic data – MSA-3 meets the first part of Criterion 2 for renewal.

MSA-3 Also Meets the Second Part of LACOE’s Criterion 2 for Renewal Via “Verified Data” Including NWEA MAP Growth and Post-Secondary Data from the National Student Clearinghouse and Dataquest

In addition to the state-published data detailed in the prior section, MSA-3 also has “verified data” demonstrating that the Charter School has attained measurable increases in academic achievement, defined as one year’s progress for each year in school, and has demonstrated strong post-secondary outcomes, beyond that of similar peers across the state. We first address the internal benchmark assessment we use, NWEA MAP Growth. A comprehensive breakdown of MSA-3’s MAP test results can be found in Appendix A.

NWEA MAP Growth

The State Board has approved the use of NWEA MAP Growth as “verified data,” and in May 2023, published guidance on the use of MAP Growth and “how data from their indicators should be used to understand one year’s progress.” As stated by the State Board of Education:

Assessment	Publisher guidance
MAP Growth by NWEA	To demonstrate one year of growth, a school can contextualize the average gains made by groups of students over the course of the year relative to NWEA school norms and summarize that normative growth using the NWEA Conditional Growth Index (CGI) metric . This metric is a standard score (z score or effect size), expressed in standard deviation units, that is calculated by subtracting the growth norm for a group of

	<p>same-grade students in a school from the average growth attained by those students, and dividing that value by the standard deviation of growth. A CGI range of -0.2 to 0.2 (or greater) could be used as an approximation of one year’s growth (or more) in a subject, as the overall average growth of students would be generally consistent with the amount of growth observed by students in the same grade and subject with the same starting achievement level receiving a similar amount of instructional exposure.</p> <p>MAP Growth has both student and school growth norms, and the CGI metric is available to contextualize the gains of individual students (student norms) or groups of same-grade students (school norms). The CGI metric for grades-within-schools is included on school and district reports and can also be calculated using an NWEA-provided calculator for groups of students not included in standard reports. Student-level CGI metrics, which are calculated in generally the same way, are included on classroom and school reports. Group-level summaries should leverage CGI values based on the school norms.</p>
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<https://www.cde.ca.gov/be/ag/ag/yr23/documents/may23item02.docx> (emphasis added).

In looking at specific student growth, “Average Growth is the amount of growth demonstrated, on average, for students in the same grade and subject and with similar starting achievement. This is the default “growth projection” in NWEA® reports. Approximately 50% of similar students meet or exceed this level of growth.”²⁵

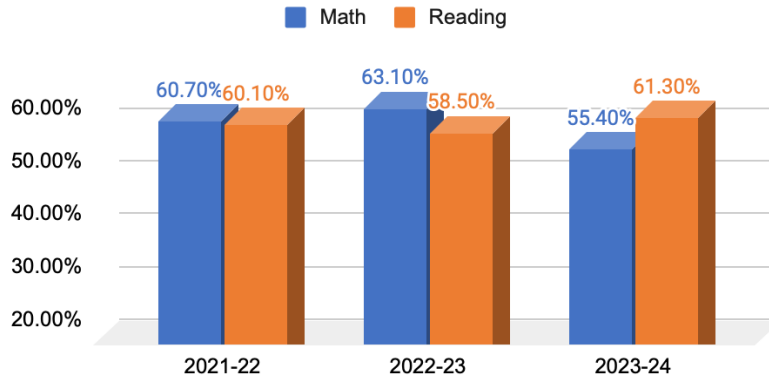
In order to better track student growth and mastery of grade-level content standards over time, MSA-3 implemented nationally normed NWEA MAPs benchmark assessments starting in 2014-15. The following tables summarize MSA-3’s 2023-24 Fall to Spring NWEA MAPs results, per grade level cohort (middle grades followed by high school grades), across the two subjects tested: Reading and Math. We focus for these purposes on two key metrics and their corresponding percentile ranking, as explained by the State Board report above:

School Conditional Growth Index	-0.2 to 0.2
Percentage of Students Who Met Growth Projection	50 th percentile

As illustrated in the detailed tables below, as well as tables in the Appendices that include student group data, over the past three years, based on internally-calculated schoolwide weighted averages, MSA-3’s students have met the NWEA nationally-normed growth standard each year of 50% of students meeting or exceeding the projected growth targets in both Math and Reading.

²⁵www.nwea.org/uploads/2020/09/MAP-Growth-Goal-Explorer-Users-Guide_NWEA_Guide.pdf

NWEA MAP Percent Met Growth Projection Schoolwide Average



Source: NWEA MAP Growth data reports

A detailed grade-level breakdown shows that in 2023-24, in Math, four grade levels (7, 9-11) met the CGI growth, with four (shaded in green) of the six grade levels meeting the Percent Met Growth projection. In Reading, four grade levels (8-11) met the CGI growth and the Percent Met Growth projection. In Math, the overall CGI (not provided directly by NWEA; calculated by Magnolia using a weighted average) was 1.22 and in Reading, 1.03. Out of the 24 total metrics (two measures for each grade level in two different subjects), MSA-3’s students met 16 annual grade-level growth projections/CGI targets.

2023-24 NWEA MAP Math						2023-24 NWEA MAP Reading					
Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection	Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection
		Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%			Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%
6	All Students	46/48; 96%	50/51; 98%	-1.45	33.30%	6	All Students	46/48; 96%	51/51; 100%	-2.06	46.50%
7	All Students	40/40; 100%	38/39; 97%	0.41	57.90%	7	All Students	40/40; 100%	39/39; 100%	-0.96	43.60%
8	All Students	77/80; 96%	74/77; 96%	-0.3	40.00%	8	All Students	78/80; 98%	70/77; 91%	-0.15	51.50%
9	All Students	54/57; 95%	49/52; 94%	2.07	67.40%	9	All Students	54/57; 95%	49/52; 94%	1.12	69.60%
10	All Students	55/57; 96%	56/57; 98%	3.63	69.80%	10	All Students	56/57; 98%	56/57; 98%	3.49	79.60%
11	All Students	56/57; 98%	54/55; 98%	2.76	66.70%	11	All Students	56/57; 98%	55/55; 100%	3.82	72.70%
Overall*	All Students	328/339; 97%	321/331; 97%	1.22	55.40%	Overall*	All Students	330/339; 97%	320/331; 97%	1.03	61.30%

NOTE: Participation rate calculated by dividing number of students tested by number of students enrolled that semester
 * Overall averages not provided by NWEA; calculated by Magnolia using a weighted average

In 2022-23, nearly every grade level, with the exception of 6th grade Math, met both the CGI growth and the percentage of students meeting growth projections across every metric (shaded in green). MSA-3’s students in 2022-23 met 22 of the 24 annual growth projections/CGI targets.

2022-23 NWEA MAP Math						2022-23 NWEA MAP Reading					
Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection	Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection
		Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%			Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -2; Red cell indicates CGI less than -2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%
6	All Students	37/38; 97%	31/31; 100%	-0.72	35.70%	6	All Students	37/38; 97%	31/31; 100%	0.22	53.60%
7	All Students	71/73; 97%	70/72; 97%	-0.02	50.00%	7	All Students	72/73; 99%	72/72; 100%	0.37	55.20%
8	All Students	50/51; 98%	48/49; 98%	0.54	56.50%	8	All Students	50/51; 98%	46/49; 94%	-0.10	60.00%
9	All Students	58/60; 97%	55/55; 100%	1.81	67.90%	9	All Students	60/60; 100%	54/55; 98%	2.22	70.40%
10	All Students	59/62; 95%	56/58; 97%	4.80	74.10%	10	All Students	58/62; 94%	55/58; 95%	1.97	62.30%
11	All Students	48/55; 87%	47/50; 94%	8.37	88.40%	11	All Students	53/55; 96%	47/50; 94%	1.92	55.30%
Overall*	All Students	323/339; 95%	307/315; 97%	2.48	63.10%	Overall*	All Students	330/339; 97%	305/315; 97%	1.16	58.50%

NOTE: Participation rate calculated by dividing number of students tested by number of students enrolled that semester
 * Schoolwide Average CGI not provided by NWEA; calculated by Magnolia using a weighted average

Impressively, for 2021-22, the first year of return to in-person learning since the pandemic began in 2020, our students managed to meet 18 out of 24 of the NWEA growth projections. With that being said, we recognized a pattern of slightly lower participation throughout this period, and we are pleased that more recent testing data shows significant improvements in this area.

2021-22 NWEA MAP Math						2021-22 NWEA MAP Reading					
Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection	Grade	Student Group	Fall Participation Rate	Spring Participation Rate	Conditional Growth Index (CGI)	Percent Met Growth Projection
		Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -.2; Red cell indicates CGI less than -.2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%			Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates greater than 95%; Red cell indicates less than 95%	Green cell indicates CGI greater than -.2; Red cell indicates CGI less than -.2	Green cell indicates growth greater than 50%; Red cell indicates growth less than 50%
6	All Students	48/59; 81%	58/63; 92%	-0.58	46.50%	6	All Students	46/59; 78%	46/63; 73%	-2.14	37.80%
7	All Students	28/37; 76%	36/40; 90%	-0.19	48.00%	7	All Students	26/37; 70%	31/40; 78%	-0.35	54.50%
8	All Students	43/66; 65%	61/66; 92%	0.43	58.50%	8	All Students	48/66; 73%	61/66; 92%	0.55	58.70%
9	All Students	51/77; 66%	62/73; 85%	2.27	73.10%	9	All Students	60/77; 78%	59/73; 81%	2.81	74.00%
10	All Students	30/58; 52%	45/55; 82%	2.01	78.60%	10	All Students	30/58; 52%	47/55; 85%	2.16	67.90%
11	All Students	32/53; 60%	44/52; 85%	2.39	67.90%	11	All Students	39/53; 74%	39/52; 75%	1.17	63.30%
Overall*	All Students	232/350; 66%	306/349; 88%	0.89	60.70%	Overall*	All Students	249/350; 71%	283/349; 81%	0.82	60.10%

NOTE: Participation rates calculated based on number of students with RIT scores divided by enrollment number during Spring testing window

* Schoolwide Average CGI not provided by NWEA; calculated by Magnolia using a weighted average

Comparing student group growth, in 2023-24, based on internally-calculated weighted averages, nearly every statistically significant group, with the exception of Students with Disabilities and African Americans, met or exceeded the CGI target of -.2 or greater in both Math and Reading. Likewise, with the exception of these two groups in Math and SWDs in Reading, all of our student groups achieved the goal of 50% or greater in the Percent Met Growth metric.²⁶ We are proud of our student groups’ overall MAP testing success in 2023-24, and we will continue working towards the goal of achieving CGI and Percent Met Growth Projection targets for all student groups—and all students.

2023-24 Spring NWEA MAP Math Schoolwide Student Groups			2023-24 Spring NWEA MAP Reading Schoolwide Student Groups		
Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection	Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection
H/L	2.22	61.80%	H/L	1.64	65.00%
AA	-0.24	46.20%	AA	0.04	53.80%
White	N/A	N/A	White	N/A	N/A
EL*	2.41	64.30%	EL*	3.74	69.20%
FRL	1.62	57.60%	FRL	1.51	66.20%
SWD	-0.25	58.50%	SWD	-0.44	48.80%

NOTE: Overall averages not provided by NWEA; calculated by Magnolia using a weighted average

(*) indicates a student count greater than 11 and less than 30.

Gray cells indicate a student count less than 11

Extending this positive trend, in 2022-23, every one of our statistically significant student groups achieved *both* CGI and Percent Met Growth targets for both Math and Reading.

²⁶ Additional details are included in Appendix A.

2022-23 Spring NWEA MAP Math Schoolwide Student Groups			2022-23 Spring NWEA MAP Reading Schoolwide Student Groups		
Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection	Student Group	Average Conditional Growth Index (CGI)	Average Percent Met Growth Projection
H/L	3	63.10%	H/L	1.04	56.10%
AA	1.67	62.50%	AA	1.26	62.30%
White	N/A	N/A	White	N/A	N/A
EL*	1.64	58.80%	EL*	3.48	60.00%
FRL	2.48	63.40%	FRL	1.13	56.20%
SWD	1.76	65.60%	SWD	1.37	60.00%
NOTE: Overall averages not provided by NWEA; calculated by Magnolia using a weighted average			NOTE: Overall averages not provided by NWEA; calculated by Magnolia using a weighted average		
(*) indicates a student count greater than 11 and less than 30.			(*) indicates a student count greater than 11 and less than 30.		
Gray cells indicate a student count less than 11			Gray cells indicate a student count less than 11		

Source: NWEA MAP Growth data reports

MSA-3’s Post-Secondary Outcomes

Finally, we are pleased to present MSA-3's post-secondary outcome data. According to the National Student Clearinghouse’s StudentTracker, for MSA-3's graduating classes prior to pandemic, 76.7-82.6% of our alumni enrolled in a 2- or 4-year college (for the Class of 2019, 38 of our 46 graduates) within the first year after high school. With the onset of the pandemic in March 2020, this rate decreased to 56.6% (30 out of 53 graduates from 2020) and later increased to 80% of graduates enrolling in college from the Class of 2022 (40 of 50 students). Since that time, the cohorts of students who transitioned to high school during the height of the pandemic have graduated (in 2023 and 2024)--and we have seen a corresponding dip in college-going among those students (68.1% in 2023 and 50.0% in 2024).

Year	Count of Students Enrolled in College at Any Time During the First Year After High School (per NSC StudentTracker)								
	Total in the Class (per NSC StudentTracker)	Total Enrolled in College (per NSC StudentTracker)	College-Going Rate (per NSC StudentTracker)	Total in Public	Total in Private	Total in 4-Year	Total in 2-Year	Total In-State	Total Out-Of-State
2017-18	43	33	76.7%	32	1	16	17	31	2
2018-19	46	38	82.6%	37	1	14	24	36	2
2019-20	53	30	56.6%	28	2	17	13	28	2
2020-21	45	36	80.0%	35	1	14	22	35	1
2021-22	50	40	80.0%	39	1	21	19	37	3
2022-23	47	32	68.1%	28	4	13	19	26	6
2023-24	46	23	50.0%	23	0	9	14	23	0

Source: NSC StudentTracker

As seen in the table below, MSA-3 students attend college at a significantly higher rate than students from neighboring schools, as well as the state overall. We note that, for the sake of comparison, the table below draws from publicly available DataQuest data and thus shows a slightly different College-Going Rate for MSA-3, compared to the National Student Clearinghouse data above. Also, importantly, the most recent DataQuest College-Going Rate report is for the 2021-22 school year, so these results are not as recent as those shown above.

2021-22 College-Going Rates	
School	College-Going Rate
Gardena Senior High School	66.60%
Rancho Dominguez Preparatory	56.00%
Carson Senior High School	56.60%
State	62.00%
MSA-3	78.00%

Source:

<https://data1.cde.ca.gov/dataquest/DQCensus/CGR.aspx?cds=19101990115030&agglevel=School&year=2021-22&initrow=&ro=y>

As evidenced by all the foregoing Dashboard data, including the state and local indicators, as well as our NWEA MAP Growth data and post-secondary outcomes, MSA-3 has clearly met the requirements of Criterion 2.

MSA-3 ALSO MEETS LACOE'S THIRD CRITERIA FOR RENEWAL: OUR ENROLLMENT AND DISMISSAL PRACTICES ARE NON-DISCRIMINATORY AND WE DO NOT HAVE ANY SUBSTANTIAL FISCAL OR GOVERNANCE FACTORS

Finally, Education Code 47607(e) states:

Notwithstanding [Criteria 2 and 3], the chartering authority may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to [Education Code Section 47607] subdivision (d). The chartering authority may deny renewal of a charter school under this subdivision only after it has provided at least 30 days' notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school. The chartering authority may deny renewal only by making either of the following findings:

- (1) The corrective action proposed by the charter school has been unsuccessful.
- (2) The violations are sufficiently severe and pervasive as to render a corrective action plan unviable."²⁷

It is crucial to explain that "not serving all students who wish to attend" has a very specific legal definition. A purported finding in this area may only serve as a basis for denial of a charter renewal petition if it complies with all components of Education Code Section 47607(d):

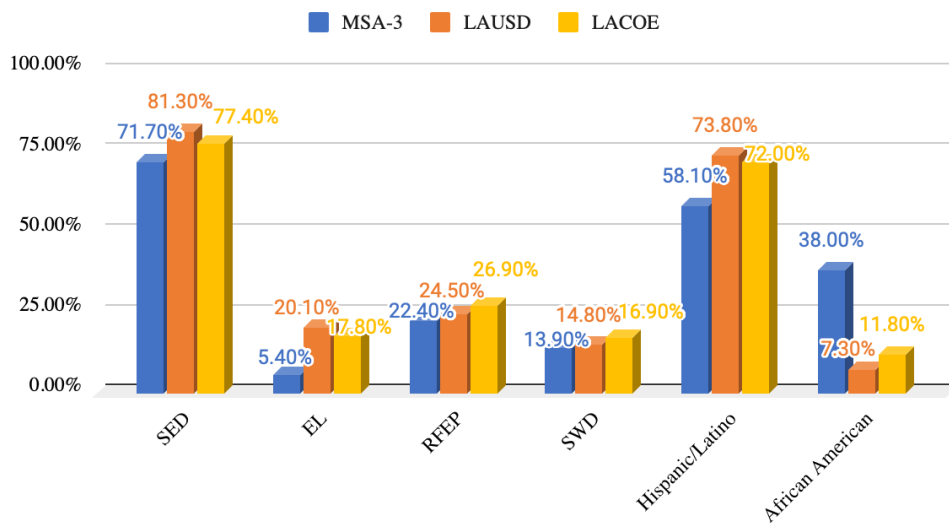
- (1) At the conclusion of the year immediately preceding the final year of the charter school's term, the charter school authorizer may request, and the department shall provide, the following aggregate data reflecting pupil enrollment patterns at the charter school:
 - (A) The cumulative enrollment for each school year of the charter school's term. For purposes of this chapter, cumulative enrollment is defined as the total

²⁷ Education Code Section 47607(e).

- number of pupils, disaggregated by race, ethnicity, and pupil subgroups, who enrolled in school at any time during the school year.
- (B) For each school year of the charter school’s term, the percentage of pupils enrolled at any point between the beginning of the school year and census day who were not enrolled at the conclusion of that year, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils who were enrolled in the charter school the prior school year.
- (C) For each school year of the charter school’s term, the percentage of pupils enrolled the prior school year who were not enrolled as of census day for the school year, except for pupils who completed the grade that is the highest grade served by the charter school, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils.
- (2) When determining whether to grant a charter renewal, the chartering authority shall review data provided pursuant to paragraph (1), any data that may be provided to chartering authorities by the department, and any substantiated complaints that the charter school has not complied with subparagraph (J) of paragraph (5) of subdivision (c) of Section 47605 or with subparagraph (J) of paragraph (5) of subdivision (b) of Section 47605.6.
- (3) As part of its determination of whether to grant a charter renewal based on the criterion established pursuant to subdivision (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may make a finding that the charter school is not serving all pupils who wish to attend and, upon making such a finding, specifically identify the evidence supporting the finding.

To date, LACOE has not presented MSA-3 with the notice that is legally required in accordance with Education Code Section 47607(e). Further, MSA-3 serves all students, including students who are academically low achieving, FRPL, ELs, SWD, F/HY, or students with other special needs. Our racial and ethnic, special education, and English Learner balance is roughly consistent with both LAUSD and LACOE.

2023-24 Demographics - MSA-3



As detailed in Element 7, below, we engage in outreach each year in the surrounding community during our open enrollment period to inform families around the school about our program, including students with special needs and who are “hard to serve” – MSA-3 welcomes these students and is designed to meet their needs.

MSA-3’s fiscal position is strong, with a current ending fund balance of 49.6% of expenditures. Similarly, our governance is stable and strong. Five of our Board members have served for two or more years; all Board members participate in comprehensive annual training led by Young, Minney, & Corr (YMC) on the Brown Act, ethics, conflicts of interest, legal updates, fiscal oversight and more.

MSA-3 meets all of the requirements of LACOE’s Criteria 3.

As demonstrated throughout the preceding pages and thorough data analysis, MSA-3 presents a sound educational program for our students with strong outcomes in academic achievement and other metrics, and we are achieved measurable increases in academic achievement year over year. Our team is well-qualified with strong capacity to continue implementing the program. We look forward to continuing our partnership with LACOE for another five-year charter term.

ADDITIONAL INDICATORS: MSA-3’s MEASURABLE PUPIL OUTCOMES IN ITS CURRENT CHARTER TERM

In our current charter, MSA-3 detailed 3 overarching goals and 40 separate, specific Measurable Pupil Outcomes (MPOs) with detailed objectives for each year of the current charter term, both schoolwide and for statistically significant student groups. The following table briefly summarizes these MPOs and indicates whether or not the objectives were met. We note that the COVID-19 pandemic imposed several obstacles during this charter term, including the lack of state testing in 2020 and distance learning in 2019-20 and 2020-21.

GOAL #1: All students will pursue academic excellence and be college/career ready.					
Measurable Outcomes	School Performance				Result
1- Charter School’s teachers will be appropriately assigned and fully credentialed as required by law and the charter.	Year		Teacher Credentialing		Outcome Met?
	All Students		Goal	Actual	
		2017-2018	100%	100%	Met for 3 of 6 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	81.6%	
		2021-2022	100%	77.5%	
		2022-2023	100%	77.9%	
2023-2024	100%	N/A			
2- Students will have sufficient access to standards-aligned instructional materials.	Year		State Standards Materials		Outcome Met?
	All Students		Goal	Actual	
		2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
2019-2020	100%	100%			

		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
		2023-2024	100%	100%	
3- Items on facility inspection checklists will be in compliance/good standing.	Year		School Facilities		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥90%	100%	Met for 7 of 7 years
		2018-2019	≥90%	100%	
		2019-2020	≥90%	100%	
		2020-2021	≥90%	100%	
		2021-2022	≥90%	100%	
		2022-2023	≥90%	100%	
2023-2024		≥90%	100%		
4- Charter School will provide implementation of CCSS for all students.	Year		State Standards		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
2023-2024		100%	100%		
5- All student subgroups will meet or exceed proficiency targets in English Language Arts/Literacy on the CAASPP assessment system.	Year		CAASPP - ELA		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	44%	41.58%	Met for 1 of 6 years
		2018-2019	45%	35.67%	
		2019-2020	46%	N/A	
		2020-2021	50%	69.76%	
		2021-2022	55%	33.18%	
		2022-2023	55%	32.66%	
		2023-2024	55%	36.37%	
	EL	2017-2018	35%	16.67%	Not met
		2018-2019	40%	5.88%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	0.00%	
		2022-2023	55%	0.00%	
		2023-2024	55%	N/A Fewer than 11	
	SD	2017-2018	41%	40.99%	Met for 1 of 6 years
		2018-2019	42%	39.75%	
		2019-2020	45%	N/A	
		2020-2021	50%	71.88%	
		2021-2022	55%	33.13%	
		2022-2023	55%	33.08%	
		2023-2024	55%	30.92%	
	Foster	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A Fewer than 11	

		2022-2023	55%	N/A Fewer than 11	
		2023-2024	55%	N/A Fewer than 11	
	SpEd	2017-2018	35%	27.59%	Not met
		2018-2019	40%	5.88%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	5.88%	
		2022-2023	55%	17.39%	
		2023-2024	55%	8%	
	African American	2017-2018	37%	35.91%	Not met
		2018-2019	40%	31.65%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	25.30%	
		2022-2023	55%	29.49%	
	American Indian	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
	Asian	2017-2018	35%	N/A Fewer than 11	N/A
		2018-2019	40%	N/A Fewer than 11	
		2019-2020	45%	N/A Fewer than 11	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
Filipino	2017-2018	35%	N/A Fewer than 11	N/A	
	2018-2019	40%	N/A		
	2019-2020	45%	N/A		
	2020-2021	50%	N/A		
	2021-2022	55%	N/A Fewer than 11		
	2022-2023	55%	N/A		
Latino	2017-2018	48%	47.94%	Met for 1 of 6 years	
	2018-2019	49%	39.74%		
	2019-2020	51%	N/A		
	2020-2021	53%	75.75%		
	2021-2022	55%	37.29%		
	2022-2023	55%	32.74%		
	2023-2024	55%	36.61%		

	Native Hawaiian/PI	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A Fewer than 11	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Two or More Races	2017-2018	55%	N/A Fewer than 11	N/A
		2018-2019	56%	N/A Fewer than 11	
		2019-2020	57%	N/A	
		2020-2021	58%	N/A Fewer than 11	
		2021-2022	59%	N/A Fewer than 11	
		2022-2023	59%	N/A Fewer than 11	
		2023-2024	55%	N/A Fewer than 11	
	White	2017-2018	35%	N/A Fewer than 11	N/A
		2018-2019	40%	N/A Fewer than 11	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A Fewer than 11	
		2023-2024	55%	N/A Fewer than 11	
6- All student subgroups will meet or exceed proficiency targets in math on the CAASPP assessment system.	Year		CAASPP - Math		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	35%	21.05%	Not met
		2018-2019	40%	17.37%	
		2019-2020	45%	N/A	
		2020-2021	50%	34.09%	
		2021-2022	55%	18.44%	
		2022-2023	55%	8.50%	
		2023-2024	55%	17.19%	
	EL	2017-2018	35%	11.11%	Not met
		2018-2019	40%	0.00%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
2021-2022		55%	7.69%		
2022-2023		55%	0.00%		
2023-2024		55%	N/A Fewer than 11		
SD	2017-2018	35%	21.22%	Not met	
	2018-2019	40%	18.82%		
	2019-2020	45%	N/A		

		2020-2021	50%	35.48%	
		2021-2022	55%	18.56%	
		2022-2023	55%	10.45%	
		2023-2024	55%	15.03%	
	Foster	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A Fewer than 11	
		2023-2024	55%	N/A	
	SpEd	2017-2018	35%	36.67%	Met for 1 of 5 years
		2018-2019	40%	0.00%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	11.11%	
		2022-2023	55%	0.00%	
		2023-2024	55%	3.70%	
	African American	2017-2018	35%	18.31%	Not met
		2018-2019	40%	12.03%	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A Fewer than 11	
		2021-2022	55%	12.64%	
		2022-2023	55%	6.41%	
		2023-2024	55%	15.84%	
	American Indian	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
Asian	2017-2018	35%	N/A Fewer than 11	N/A	
	2018-2019	40%	N/A Fewer than 11		
	2019-2020	45%	N/A Fewer than 11		
	2020-2021	50%	N/A Fewer than 11		
	2021-2022	55%	N/A Fewer than 11		
	2022-2023	55%	N/A		
	2023-2024	55%	N/A		
	Filipino	2017-2018	35%		N/A Fewer than 11
2018-2019		40%	N/A		
2019-2020		45%	N/A		
2020-2021		50%	N/A		
2021-2022		55%	N/A Fewer than 11		

		2022-2023	55%	N/A		
		2023-2024	55%	N/A		
	Latino		2017-2018	35%	23.81%	Not met
			2018-2019	40%	21.16%	
			2019-2020	45%	N/A	
			2020-2021	50%	40.63%	
			2021-2022	55%	21.85%	
			2022-2023	55%	9.64%	
			2023-2024	55%	16.81%	
	Native Hawaiian/PI		2017-2018	35%	N/A	N/A
			2018-2019	40%	N/A Fewer than 11	
			2019-2020	45%	N/A	
			2020-2021	50%	N/A	
			2021-2022	55%	N/A Fewer than 11	
			2022-2023	55%	N/A	
			2023-2024	55%	N/A	
	Two or More Races		2017-2018	35%	N/A Fewer than 11	N/A
			2018-2019	40%	N/A Fewer than 11	
			2019-2020	45%	N/A	
			2020-2021	50%	N/A Fewer than 11	
			2021-2022	55%	N/A Fewer than 11	
			2022-2023	55%	N/A Fewer than 11	
			2023-2024	55%	N/A Fewer than 11	
	White		2017-2018	35%	N/A Fewer than 11	N/A
			2018-2019	40%	N/A Fewer than 11	
			2019-2020	45%	N/A	
			2020-2021	50%	N/A Fewer than 11	
			2021-2022	55%	N/A Fewer than 11	
		2022-2023	55%	N/A Fewer than 11		
		2023-2024	55%	N/A		
7- All student subgroups will meet or exceed proficiency targets on the Reading/ELA section of our internal, common-core aligned Measures of Academic Progress (MAP) assessment.	Year		MAP - ELA		Outcome Met?	
			Goal	Actual		
	All Students		2017-2018	35%	54.29%	Met for 6 of 6 years
			2018-2019	40%	50.61%	
			2019-2020	45%	N/A	
			2020-2021	50%	50.2%	
			2021-2022	55%	60.1%	
			2022-2023	55%	58.5%	
			2023-2024	55%	61.3%	
	EL		2017-2018	35%	42.86%	Met for 6 of 6 years
		2018-2019	40%	62.50%		
		2019-2020	45%	N/A		

		2020-2021	50%	60.0%		
		2021-2022	55%	76.9%		
		2022-2023	55%	60.0%		
		2023-2024	55%	69.2%		
	SD		2017-2018	35%	N/A	Met for 4 of 5 years
			2018-2019	40%	50.81%	
			2019-2020	45%	N/A	
			2020-2021	50%	49.1%	
			2021-2022	55%	60.0%	
			2022-2023	55%	56.2%	
			2023-2024	55%	66.2%	
	Foster		2017-2018	35%	N/A	N/A
			2018-2019	40%	N/A	
			2019-2020	45%	N/A	
			2020-2021	50%	N/A	
			2021-2022	55%	N/A	
			2022-2023	55%	N/A	
			2023-2024	55%	N/A	
	SpEd		2017-2018	35%	57.14%	Met for 4 of 6 years
			2018-2019	40%	46.67%	
			2019-2020	45%	N/A	
			2020-2021	50%	59.4%	
			2021-2022	55%	50.0%	
			2022-2023	55%	60.0%	
			2023-2024	55%	48.8%	
	African American		2017-2018	35%	N/A	Met for 3 of 5 years
			2018-2019	40%	48.25%	
			2019-2020	45%	N/A	
			2020-2021	50%	50.0%	
			2021-2022	55%	51.4%	
			2022-2023	55%	62.3%	
			2023-2024	55%	53.8%	
American Indian		2017-2018	35%	N/A	N/A	
		2018-2019	40%	N/A		
		2019-2020	45%	N/A		
		2020-2021	50%	N/A		
		2021-2022	55%	N/A		
		2022-2023	55%	N/A		
		2023-2024	55%	N/A		
Asian		2017-2018	35%	N/A	N/A	
		2018-2019	40%	N/A		
		2019-2020	45%	N/A		
		2020-2021	50%	N/A		
		2021-2022	55%	N/A		
		2022-2023	55%	N/A		
		2023-2024	55%	N/A		
Filipino		2017-2018	35%	N/A	N/A	
		2018-2019	40%	N/A		
		2019-2020	45%	N/A		
		2020-2021	50%	N/A		
		2021-2022	55%	N/A		
		2022-2023	55%	N/A		
		2023-2024	55%	N/A		

	Latino	2017-2018	35%	N/A	Met for 5 of 5 years
		2018-2019	40%	52.73%	
		2019-2020	45%	N/A	
		2020-2021	50%	50.9%	
		2021-2022	55%	65.0%	
		2022-2023	55%	56.1%	
		2023-2024	55%	65.0%	
	Native Hawaiian/PI	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Two or More Races	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	White	2017-2018	35%	N/A	Met for 3 of 3 years
		2018-2019	40%	50.00%	
		2019-2020	45%	N/A	
		2020-2021	50%	60.0%	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	100.0%	
8- All student subgroups will meet or exceed proficiency targets on the math section of our internal, common-core aligned Measures of Academic Progress (MAP) assessment.	Year		MAP - Math		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	35%	44.01%	Met for 5 of 6 years
		2018-2019	40%	57.78%	
		2019-2020	45%	N/A	
		2020-2021	50%	49.5%	
		2021-2022	55%	60.7%	
		2022-2023	55%	63.1%	
		2023-2024	55%	55.4%	
	EL	2017-2018	35%	38.89%	Met for 5 of 6 years
		2018-2019	40%	47.62%	
		2019-2020	45%	N/A	
		2020-2021	50%	50.0%	
		2021-2022	55%	50.0%	
		2022-2023	55%	58.8%	
		2023-2024	55%	64.3%	
	SD	2017-2018	35%	N/A	Met for 4 of 5 years
		2018-2019	40%	57.48%	
		2019-2020	45%	N/A	
		2020-2021	50%	48.0%	
		2021-2022	55%	61.2%	
		2022-2023	55%	63.4%	
		2023-2024	55%	57.6%	
	Foster	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	

		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	SpEd	2017-2018	35%	38.10%	Met for 5 of 6 years
		2018-2019	40%	41.18%	
		2019-2020	45%	N/A	
		2020-2021	50%	33.3%	
		2021-2022	55%	65.0%	
		2022-2023	55%	65.6%	
		2023-2024	55%	58.5%	
	African American	2017-2018	35%	N/A	Met for 2 of 5 years
		2018-2019	40%	55.94%	
		2019-2020	45%	N/A	
		2020-2021	50%	43.8%	
		2021-2022	55%	52.2%	
		2022-2023	55%	62.5%	
		2023-2024	55%	46.2%	
	American Indian	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	Asian	2017-2018	35%	N/A	N/A
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
2023-2024		55%	N/A		
Filipino	2017-2018	35%	N/A	N/A	
	2018-2019	40%	N/A		
	2019-2020	45%	N/A		
	2020-2021	50%	N/A		
	2021-2022	55%	N/A		
	2022-2023	55%	N/A		
	2023-2024	55%	N/A		
Latino	2017-2018	35%	N/A	Met for 4 of 5 years	
	2018-2019	40%	58.14%		
	2019-2020	45%	N/A		
	2020-2021	50%	53.3%		
	2021-2022	55%	64.4%		
	2022-2023	55%	63.1%		
	2023-2024	55%	61.8%		
Native Hawaiian/PI	2017-2018	35%	N/A	N/A	
	2018-2019	40%	N/A		
	2019-2020	45%	N/A		
	2020-2021	50%	N/A		
	2021-2022	55%	N/A		
	2022-2023	55%	N/A		

	Two or More Races	2023-2024	55%	N/A	N/A
		2017-2018	35%	N/A	
		2018-2019	40%	N/A	
		2019-2020	45%	N/A	
		2020-2021	50%	N/A	
		2021-2022	55%	N/A	
		2022-2023	55%	N/A	
		2023-2024	55%	N/A	
	White	2017-2018	35%	N/A	Met for 2 of 3 years
		2018-2019	40%	83.33%	
		2019-2020	45%	N/A	
		2020-2021	50%	66.7%	
		2021-2022	55%	N/A	
		2022-2023	55%	50.0%	
2023-2024	55%	N/A			
9- Graduating seniors will have successfully completed courses that satisfy the UC/CSU or career technical education program requirements.	Year		A-G Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	77.2%	Not met
		2018-2019	100%	83.3%	
		2019-2020	100%	96.2%	
		2020-2021	100%	93.2%	
		2021-2022	100%	95.8%	
		2022-2023	100%	95.7%	
2023-2024		100%	95.7%		
10- EL students will make annual progress in learning English as measured by the CELDT and/or ELPAC.	Year		CELDT/ELPAC		Outcome Met?
			Goal	Actual	
	EL	2017-2018	55%	N/A	Met for 1 of 4 years
		2018-2019	60%	60.9%	
		2019-2020	65%	N/A	
		2020-2021	70%	62.0%	
		2021-2022	75%	63.6%	
		2022-2023	75%	68.0%	
2023-2024		75%	38.9%		
11- EL students will be reclassified annually.	Year		Reclassification Rate		Outcome Met?
			Goal	Actual	
	EL	2017-2018	51%	14.8%	Not met
		2018-2019	51%	16.7%	
		2019-2020	51%	11.1%	
		2020-2021	51%	0.0%	
		2021-2022	51%	14.8% - Internal	
		2022-2023	51%	24.0% - Internal	
2023-2024		51%	13.3% - Internal		
12- Graduating seniors will have passed an AP exam with a score of 3 or higher.	Year		AP Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	32%	41.9%	Met for 1 of 5 years
		2018-2019	34%	30.6%	
		2019-2020	36%	10.9%	
		2020-2021	38%	N/A	
		2021-2022	40%	20.8%	
		2022-2023	40%	4.1%	
2023-2024		40%	N/A		
13- Students in grades 9-11 will participate in the PSAT	Year		PSAT		Outcome Met?
			Goal	Actual	

test.	All Students	2017-2018	≥90%	100%	Met for 2 of 2 years
		2018-2019	≥90%	100%	
		2019-2020	≥90%	N/A	
		2020-2021	≥90%	N/A	
		2021-2022	≥90%	N/A	
		2022-2023	N/A	N/A	
		2023-2024	N/A	N/A	
14- Students who participate in the PSAT test will meet or exceed college readiness benchmarks for their grade level.	Year		PSAT		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	20%	N/A	Met for ELA 2 of 2 years Not met for Math 2 of 2 years
		2018-2019	25%	ELA: 41% Math: 19%	
		2019-2020	30%	ELA: 36% Math: 12%	
		2020-2021	35%	N/A	
		2021-2022	40%	N/A	
2022-2023		N/A	N/A		
2023-2024	N/A	N/A			
15- Students in grade 11 will participate in the EAP assessment. <i>*All of the 11th graders have been taking the 11th grade SBAC Test which is part of the EAP Program exclusive of their decision to attend a CSU campus after graduation.</i>	Year		EAP		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
2022-2023		100%	100%		
2023-2024	100%	100%			
16- Students who participate in the EAP assessment will demonstrate college preparedness. <i>*SBAC Scores for 11th graders.</i>	Year		EAP College Preparedness		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	30%	ELA: 60% Math: 29%	Met for ELA 4 of 5 years Not met for Math 5 of 5 years
		2018-2019	35%	ELA: 51% Math: 25%	
		2019-2020	40%	N/A	
		2020-2021	45%	N/A	
		2021-2022	50%	ELA: 52% Math: 20%	
2022-2023		50%	ELA: 48% Math: 12%		
2023-2024	50%	ELA: 57% Math: 6%			
17- Students will receive a grade of "C" or better (or perform "proficient" on the related state standardized tests) in core subjects and electives.	Year		Core/Elective Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥80%	N/A	Met for 2 of 5 years
		2018-2019	≥80%	N/A	
		2019-2020	≥80%	76%	
		2020-2021	≥80%	74%	
		2021-2022	≥80%	85%	
2022-2023		≥80%	82%		
2023-2024	≥80%	79%			
GOAL #2: All students will become independent, innovative scholars.					
Measurable Outcomes	School Performance			Result	

1- Charter School will provide the programs and services outlined in its charter petition, certain programs and services being dependent on student need and interest.	Year		Student Need/Interest		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
2023-2024		100%	100%		
2- Students will have sufficient access to all academic and educational programs provided by the Charter School	Year		Access to Programs		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
2023-2024		100%	100%		
3- Students enrolled in the Charter School's grades 6-8 will be taking the "Advanced Math" class or club <i>"Percentage of students enrolled in an Accelerated and/or Advanced Math course and/or Advanced Math club (Source: Local Indicator Priority 7, SIS)"</i>	Year		Advanced Math		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥5%	N/A	Met for 5 of 6 years
		2018-2019	≥5%	43%	
		2019-2020	≥5%	16%	
		2020-2021	≥5%	6%	
		2021-2022	≥5%	4%	
		2022-2023	≥5%	10%	
2023-2024		≥5%	9%		
4- Our graduates will have taken a computer/Technology class and/or experienced blended learning in their program of study.	Year		Computer/Technology		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 4 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	96%	
		2022-2023	100%	98%	
2023-2024		100%	94%		
5- Students enrolled in the Charter School will create or demonstrate a STEAM focused project, experiment, model or demo.	Year		STEAM Project		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	80%	N/A	Not met
		2018-2019	85%	N/A	
		2019-2020	90%	N/A	
		2020-2021	95%	70%	
		2021-2022	100%	72%	
		2022-2023	100%	90%	
2023-2024		100%	99%		
6- Students enrolled in the Charter School's "Advanced Math" class or club in grades 6-8 will demonstrate proficiency.	Year		Advanced Math Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥80%	100%	Met for 7 of 7 years
		2018-2019	≥80%	100%	
		2019-2020	≥80%	100%	
2020-2021		≥80%	100%		

		2021-2022	≥80%	100%	
		2022-2023	≥80%	100%	
		2023-2024	≥80%	100%	
7- Students enrolled in the Charter School's Computer/Technology classes will demonstrate proficiency.	Year		Technology Pass Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	100%	Met for 7 of 7 years
		2018-2019	100%	100%	
		2019-2020	100%	100%	
		2020-2021	100%	100%	
		2021-2022	100%	100%	
		2022-2023	100%	100%	
2023-2024		100%	100%		
GOAL #3: All students, families, staff, and other stakeholders will feel a sense of community and connectedness.					
Measurable Outcomes	School Performance				Result
1- Charter School will hold quarterly SSC meetings.	Year		SSC Meetings		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥4	N/A	Met for 4 of 5 years
		2018-2019	≥4	N/A	
		2019-2020	≥4	1	
		2020-2021	≥4	9	
		2021-2022	≥4	9	
		2022-2023	≥4	8	
2023-2024		≥4	7		
2- Charter School will hold quarterly English Learner Advisory Committee (ELAC) meetings.	Year		ELAC Meetings		Outcome Met?
			Goal	Actual	
	EL	2017-2018	≥4	N/A	Not met
		2018-2019	≥4	N/A	
		2019-2020	≥4	1	
		2020-2021	≥4	2	
		2021-2022	≥4	3	
		2022-2023	≥4	3	
2023-2024		≥4	2		
3- Charter School will hold quarterly Parent Task Force (PTF) meetings.	Year		PTF Meetings		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥4	4	Met for 5 of 5 years
		2018-2019	≥4	4	
		2019-2020	≥4	4	
		2020-2021	≥4	4	
		2021-2022	≥4	4	
		2022-2023	≥4	4	
2023-2024		≥4	4		
4- Charter School will hold a minimum of 5 parent activities/events per year. <i>"Number of activities/events for parent engagement per year (Source: Local Indicator Priority 3)"</i>	Year		Parent Activities		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≥5	5	Met for 7 of 7 years
		2018-2019	≥5	5	
		2019-2020	≥5	5	
		2020-2021	≥5	5	
		2021-2022	≥5	6	
		2022-2023	≥5	15	
2023-2024		≥5	22		
5- Teachers will update SIS	Year	SIS Records		Outcome Met?	

records daily/weekly.			Goal	Actual	Met for 7 of 7 years
	All Students	2017-2018	Daily/weekly	Daily	
		2018-2019	Daily/weekly	Daily	
		2019-2020	Daily/weekly	Daily	
		2020-2021	Daily/weekly	Daily	
		2021-2022	Daily/weekly	Daily	
		2022-2023	Daily/weekly	Daily	
		2023-2024	Daily/weekly	Daily	
6- Charter School will send a minimum of 4 progress reports/cards to parents per year.	Year		Progress Reports		Met for 7 of 7 years
			Goal	Actual	
	All Students	2017-2018	≥6	6	
		2018-2019	≥6	6	
		2019-2020	≥6	6	
		2020-2021	≥6	6	
		2021-2022	≥6	6	
		2022-2023	≥6	6	
2023-2024		≥6	6		
7- Charter School’s students will be home-visited by the teachers.	Year		Home Visits		Met for 1 of 6 years
			Goal	Actual	
	All Students	2017-2018	≥25%	N/A	
		2018-2019	≥25%	31.3%	
		2019-2020	≥25%	18.3%	
		2020-2021	≥25%	10.9%	
		2021-2022	≥25%	14.7%	
		2022-2023	≥25%	15.7%	
2023-2024		≥25%	13.6%		
8- Charter School will maintain a high ADA rate.	Year		ADA Rate		Met for 1 of 7 years
			Goal	Actual	
	All Students	2017-2018	≥97%	96.66%	
		2018-2019	≥97%	96.17%	
		2019-2020	≥97%	95.30%	
		2020-2021	≥97%	97.2%	
		2021-2022	≥97%	87.74%	
		2022-2023	≥97%	90.48%	
2023-2024		≥97%	91.95%		
9- Charter School will maintain a low chronic absenteeism rate.	Year		Chronic Absenteeism Rate		Not met
			Goal	Actual	
	All Students	2017-2018	≤1%	6.3%	
		2018-2019	≤1%	7.2%	
		2019-2020	≤1%	N/A	
		2020-2021	≤1%	N/A	
		2021-2022	≤1%	34.7%	
		2022-2023	≤1%	33.9%	
2023-2024		≤1%	27.3%		
10- Charter School will maintain a low middle school dropout rate.	Year		MS Dropout Rate		Met for 5 of 7 years
			Goal	Actual	
	All Students	2017-2018	≤1%	2.3% (out of 8th gr cohort)	
		2018-2019	≤1%	0.0%	
		2019-2020	≤1%	0.0%	
		2020-2021	≤1%	0.0%	
		2021-2022	≤1%	0.0%	
		2022-2023	≤1%	0.0%	
2023-2024		≤1%	0.0%		

		2023-2024	≤1%	2.5%	
11- Charter School will maintain a low high school dropout rate.	Year		HS Dropout Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	4.5%	Not met
		2018-2019	≤1%	4.2%	
		2019-2020	≤1%	3.6%	
		2020-2021	≤1%	2.2%	
		2021-2022	≤1%	0.0%	
		2022-2023	≤1%	2.0%	
2023-2024		≤1%	6.3%		
12- Charter School will maintain a high four-year cohort graduation rate.	Year		Cohort Graduation Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	100%	95.5%	Met for 1 of 7 years
		2018-2019	100%	95.8%	
		2019-2020	100%	96.4%	
		2020-2021	100%	95.7%	
		2021-2022	100%	100.0%	
		2022-2023	100%	94.0%	
2023-2024		100%	93.9%		
13- Charter School will maintain a low student suspension rate.	Year		Suspension Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	4.2%	Not met
		2018-2019	≤1%	1.3%	
		2019-2020	≤1%	1.0%	
		2020-2021	≤1%	N/A	
		2021-2022	≤1%	1.9%	
		2022-2023	≤1%	6.8%	
2023-2024		≤1%	2.2%		
14- Charter School will maintain a low student expulsion rate.	Year		Expulsion Rate		Outcome Met?
			Goal	Actual	
	All Students	2017-2018	≤1%	0.0%	Met for 7 of 7 years
		2018-2019	≤1%	0.2%	
		2019-2020	≤1%	0.0%	
		2020-2021	≤1%	0.0%	
		2021-2022	≤1%	0.23%	
		2022-2023	≤1%	0.0%	
2023-2024		≤1%	0.0%		
15- Charter School will maintain high student, parent, and staff participation rates in the school experience survey.	Year		Experience Survey		Outcome Met?
			Goal	Actual	
	Students	2017-2018	≥80%	86.3%	Met for 7 of 7 years
		2018-2019	≥80%	96.8%	
		2019-2020	≥80%	93.7%	
		2020-2021	≥80%	83.1%	
		2021-2022	≥80%	84.9%	
		2022-2023	≥80%	98.1%	
		2023-2024	≥80%	98.1%	
	Parents	2017-2018	≥80%	90.7%	Met for 3 of 7 years
		2018-2019	≥80%	100.0%	
		2019-2020	≥80%	61.9%	
		2020-2021	≥80%	87.1%	
		2021-2022	≥80%	37.3%	
2022-2023		≥80%	78.7%		
2023-2024		≥80%	70.5%		

	Staff	2017-2018	≥80%	100.0%	Met for 7 of 7 years
		2018-2019	≥80%	100.0%	
		2019-2020	≥80%	97.8%	
		2020-2021	≥80%	100.0%	
		2021-2022	≥80%	97.5%	
		2022-2023	≥80%	100.0%	
		2023-2024	≥80%	100.0%	
		16- Charter School will maintain a high approval rating on school experience surveys of students, parents, and staff.	Year		
			Goal	Actual	
Students	2017-2018		≥80%	59%	Not met
	2018-2019		≥80%	56%	
	2019-2020		≥80%	54%	
	2020-2021		≥80%	67%	
	2021-2022		≥80%	64%	
	2022-2023		≥80%	61%	
	2023-2024		≥80%	63%	
Parents	2017-2018		≥80%	91%	Met for 7 of 7 years
	2018-2019		≥80%	91%	
	2019-2020		≥80%	84%	
	2020-2021		≥80%	95%	
	2021-2022		≥80%	96%	
	2022-2023		≥80%	97%	
	2023-2024		≥80%	96%	
Staff	2017-2018		≥80%	72%	Met for 2 of 7 years
	2018-2019		≥80%	69%	
	2019-2020		≥80%	65%	
	2020-2021		≥80%	85%	
	2021-2022		≥80%	80%	
	2022-2023	≥80%	77%		
	2023-2024	≥80%	74%		

STUDENT POPULATION TO BE SERVED

TARGET POPULATION

MSA-3 serves students in grades 6-12, and draws enrollment from Carson, CA and neighboring communities. The 2020 U.S. Census Bureau American Fact Survey counted 27,147 residents in Carson’s 90746 ZIP code. The median yearly household income at is \$109,596.²⁸ The breakdown of the population using Census Bureau data is 57.1% African American; 24.4% Hispanic; 8.9% Asian; 4.5% Caucasian; and 5.1% other.²⁹

The neighborhoods that MSA-3 serves are heavily immigrant with a language other than English spoken at home. When compared to the California averages of per capita income of \$45,591 and the median

²⁸ United States Census Bureau. S2503: Financial Characteristics: ZCTA5 90746. Accessed August 31, 2024 from <https://data.census.gov/table/ACSST5Y2022.S2503?q=household%20income>.

²⁹ United States Census Bureau. P9: Hispanic or Latino, and Not Hispanic or Latino by Race: ZCTA5 90746. Accessed August 31, 2024 from <https://data.census.gov/table/DECENNIALDHC2020.P9?q=P9&g=860XX00US90746>.

household income of \$91,905 respectively³⁰, it is clear that a high concentration of the families MSA-3 serves face economic challenges. Additionally, as outlined above, many students and families live in poverty.

Educational Interests, Backgrounds, and Challenges

Current research indicates that English language learners, students with disabilities, and socioeconomically disadvantaged students are the most rapidly growing subgroups in California, specifically in charter schools, yet are among the lowest in educational attainment.³¹ One in five children or adolescents in the U.S. are of Hispanic origin and are intensifying their impact on educational and work settings.³² Minority students from low socioeconomic status (“SES”) backgrounds and first-generation American students are the least likely to be prepared for, enroll, and persist past their first year in a university.³³

While Title I federal legislation and increased monetary support has allowed significant subgroups to improve their academic proficiency, English language learners, students with disabilities, and low income students continue to lag behind other major subgroups, more specifically Caucasian and Asian Americans.³⁴

The disconnect between these subgroups’ academic achievement, size of population, and disproportionate under-representation in higher education can be attributed to a variety of factors including lack of parental involvement, not understanding the educational system and its requirements, school barriers, and racial perceptions.³⁵

The charter school movement evolved as an effort to counter consistently failing schools; to create a marketplace within the school system where parents could choose where their children could attend

³⁰ United States Census Bureau. QuickFacts: California. Accessed July 17, 2024 from <https://www.census.gov/quickfacts/fact/table/CA/HSG860222>

³¹ Gandara, P. (2013). Making education work for Latinas in the U.S. Accessed July 17, 2024 from <http://civilrightsproject.ucla.edu/research/college-access/underrepresented-students/making-education-work-for-latinas-in-the-u.s/gandara-longoria-report-2014.pdf>

³² Pino, N. W.; Martinez-Ramos, G. P.; & W. William L. Smith. (2012). "Latinos, the Academic Ethic, and the Transition to College." *Journal of Latinos and Education*, 11 (1): 17-31: Taylor & Francis (Routledge).

³³ Garcia, V. (2010). First-generation college students: How co-curricular involvement can assist with success. *The Vermont Connection*, 31: 46–52.

³⁴ Romo, H., & Salas, J. (2003). Successful transitions of Latino students from high school to college. *Latinos in Higher Education*, 3: 107-130.

³⁵ Conchas, G. Q. (2001). Structuring failure and success: Understanding the variability in Latino school engagement. *Harvard Educational Review*, 71(3), 475–504.

Conchas, G. Q. (2006). *The color of success: Race and high-achieving urban youth*. Teachers College Press: New York, NY.

Conchas, G. Q. and Goyette, K. A. (2001). “The Race is Not Even: Minority Education in a Post-Affirmative Action Era.” *Harvard Journal of Hispanic Policy*.

Fry, R. (2002). Latinos in Higher Education: Many Enroll, Too Few Graduate. Pew Hispanic Center.

MacDonald, V. (2004). *Latino Education in the United States: A Narrated History From 1513–2000*. Palgrave Macmillan: New York, NY.

school.³⁶ In particular, charter schools developed to implement innovative teaching strategies in an environment free of some of the bureaucracy found in larger school districts.³⁷ As lack of access to a quality education and preparedness to college continues to be a pervasive issue, a growing number of educational leaders has begun to develop theme-based charter schools and alternative approaches to educating students.

For more than twenty years, Magnolia Public Schools have provided a STEM, and now STEAM, focused education to address the needs of underrepresented communities. Our success is demonstrated below: ALL STUDENTS have access to high quality and effective STEAM based Common Core State Standards (“CCSS”) and Next Generation Science Standards (“NGSS”) aligned instruction. ALL STUDENTS have also access to elective and enrichment programs that support their learning and development.

ENROLLMENT PLAN

The following shows the anticipated enrollment for the next five-year charter term:

Projected Grade-level Enrollment at MSA 3					
	2025-26	2026-27	2027-28	2028-29	2029-30
6	60	60	60	60	60
7	50	50	50	50	50
8	60	60	60	60	60
9	63	63	61	61	61
10	58	58	63	63	63
11	57	57	58	58	58
12	57	57	58	58	58
Total	405	405	410	410	410

GOALS AND PHILOSOPHY

MISSION

Magnolia Public Schools provides a safe and nurturing community using a whole-child approach to provide a high-quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others.

VISION

Graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming traditional ideas with *creative thinking*, *effective communication*, and the *rigor of science*.

³⁶ Knaak, W. C., & Knaak, J. T. (2013). Charter schools: Educational reform or failed initiative? *Delta Kappa Gamma Bulletin*. 79(4), 45–53.

³⁷ National Alliance for Public Charter Schools. What is a Charter School? Accessed July 17, 2024 from <https://publiccharters.org/what-is-a-charter-school/>.

Our overarching objective at Magnolia Public Schools is to create a vibrant and mutually beneficial partnership between school and community that supports our students' academic and personal success.

MPS has identified the following core values, which are reinforced through the Life Skills curriculum, Student Learning Goals ("SLG"), and all school activities:

Excellence

Academic Excellence is the desire to pursue knowledge and excellence and to contribute original and provocative ideas in a learning environment, in diverse settings, and as a catalyst to future academic knowledge. We foster academic excellence through project-based learning using a constructivist approach, student portfolios, assessments of and for learning and academic discourse and argumentative writing. Scholars learn where and how to access the needed information to advance their academic pursuits and societal contributions.

Innovation

Students have the freedom to choose how and what they learn. Individualized scheduling, early identification of learning styles, personalities, interest and career plans will support students' college and career readiness. This includes student participation in their four-year plans, after school enrichment programs, STEAM program choice options, adaptive assessments and blended learning strategies, differentiated instruction and differentiated and adaptive assessments.

Connection

School communities are integrated partnerships with the school site staff, families, students and all other stakeholders. This sense of connection creates a safe place for all learners and stakeholders to affirm individual strengths, celebrate character, provide academic support through mentorship and internship, promote unity and better decision making through the implementation of restorative justice practices. Additionally, community cultivates identity and gives each member a sense of belonging and pride. MPS utilizes home visits, student surveys, field trips, life skills classes and coaching to support our overall community-based goals. We work with community partners to establish mentoring relationships and other social capital to support our students' development of personal and academic networks for long-term resilience and connection.

STUDENT LEARNER GOALS (SLGs)

The SLGs are measurable schoolwide goals that every student is expected to achieve upon graduation from MSA-3. Our schoolwide SLGs are embedded in our curriculum, including Life Skills, our instructional practice, core values, and daily culture at the Charter School.

SCHOOLWIDE LEARNER GOALS (SLGs)	
COMPETENCY	MSA-3 graduates will be:
LITERACY WITH A LEARNER'S MINDSET	<ul style="list-style-type: none"> Develop and implement literacy skills that impact all content areas so that they can be well-rounded individuals within society. Meaningfully engage in learning activities by knowing their readiness levels, interests, backgrounds, and making informed decisions about their learning pathways.

SCHOOLWIDE LEARNER GOALS (SLGs)	
	<ul style="list-style-type: none"> Students take ownership of their learning by creating long and short-term academic goals and reflecting on them throughout the school year.
CRITICAL THINKING	<ul style="list-style-type: none"> Apply, analyze, identify, synthesize and evaluate information and experiences and connect the skills and content learned across the curriculum. Are inspired to be lifelong readers and critical thinkers. Are able to take a variety of sources and viewpoints, evaluate them critically, and make judgments that reflect an understanding of the possible consequences of those decisions.
CREATIVITY	<ul style="list-style-type: none"> Apply innovative skills and practices which connect to their learning experiences. Have opportunities for multiple methods of the expression of ideas in a project (ex. writing, drawing, creating video, slide presentations, memes). Incorporate new and meaningful ideas and methods through cross-curricular STEAM activities.
EFFECTIVE COMMUNICATION	<ul style="list-style-type: none"> Demonstrate effective oral and written communication skills, using the expected academic language for the purpose, audience, and setting. Develop listening skills and exhibit empathy through awareness, sensitivity, concern, and respect for self and others' feelings, opinions, experiences, and cultures. Use technology effectively and respectfully to access, organize, research, and present information to become proficient communicators.
ADAPTABILITY	<ul style="list-style-type: none"> Develop self-awareness and self-advocacy skills and maintain physical, mental, social, and emotional well-being to guide in their pursuit towards a college degree and career choices. Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings. Respond productively to feedback, praise, setbacks, and criticism. Demonstrate consideration of others' ideas by keeping an open mind, questioning ideas, and demonstrating flexible thinking.
GLOBAL CITIZENSHIP	<ul style="list-style-type: none"> Contribute to the improvement of life in their school and local community by demonstrating leadership skills and participating in community-based projects. Understand and reflect on connections between their local community and the broader world, through both current events and historical context. Are internationally-minded individuals who recognize and value other perspectives and cultures.

AN EDUCATED PERSON IN THE 21ST CENTURY

The world in which we live and learn today has a unique set of advantages and challenges that have not been seen in human history. The pace of technological development means that we do not truly know what jobs will look like 20 years from now, when today's youth will just be starting their careers. Our goal is thus to prepare students to adeptly utilize those advantages and confront these challenges with tenacity and courage. We believe that all students have social capital and can imagine successful futures by utilizing their highest potential. We believe that engaging underrepresented communities through a college-preparatory, "whole child" supportive school community with an emphasis on STEAM education will transform our society and prepare our students to lead in the 21st century, not only as career seekers but also as career creators.

We focus at Magnolia on a STEAM-themed educational program, a priority for our original founders who were scientists and engineers and tech experts. The need for STEAM education in the United States, particularly among historically underrepresented and low-income communities, is well supported by research and evidence. The National Science Foundation ("NSF") biennial report, *Science and Engineering Indicators 2022*, emphasizes the need for STEM education³⁸ to prepare the nation's workforce for the rapidly changing technological landscape. The report highlights the underrepresentation of minorities, including African Americans, Hispanics, and Native Americans in STEM fields, and the importance of increasing access to quality STEM education for these communities. The NSF reveals that in order to achieve equitable demographic representation in the STEM workforce by 2030 – just eight years from the date of the report -- the number of women in STEM jobs would need to double, African Americans would need to more than double, and Hispanics would need to triple.³⁹ This underscores the urgent need for increased participation of women, African Americans and Hispanics in STEAM fields to ensure a more diverse and inclusive workforce that reflects our national demographics.⁴⁰

American Association of University Women's research, *Why So Few? Women in Science, Technology, Engineering, and Mathematics*, highlights the underrepresentation of women in STEM fields and identifies barriers that hinder their participation, including bias and stereotypes. It emphasizes the

³⁸ A note on "STEAM" vs. STEM": The MSA-3 founders believe that if we are teaching STEM, we are also inherently teaching the arts. STEM education is not just a focus on four academic subjects. STEM is the blending and recognition that there is a lack of boundaries between science, technology, engineering and math. The art aspect of STEM education often manifests in discovering and explaining the interconnections between subjects, the design of research activities, and/or presentation of study findings. The research we present here relates to both STEM and STEAM.

³⁹ National Science Board, National Science Foundation. 2022. *Science and Engineering Indicators 2022: The State of U.S. Science and Engineering*.

⁴⁰ U.S. Department of Education. (2016). *STEM 2026: A Vision for Innovation in STEM Education*. Accessed November 27, 2023 from https://oese.ed.gov/files/2016/09/AIR-STEM2026_Report_2016.pdf. Similarly, the U.S. Department of Education's strategic plan for STEM education, *STEM 2026: A Vision for Innovation in STEM Education*, identifies key priorities, including increasing diversity, equity, and inclusion in STEM fields. The plan recognizes that minority and low-income students face systemic barriers to accessing high-quality STEM education and calls for efforts to address these disparities.

importance of early and sustained STEM education, particularly for girls and women from minority and low-income backgrounds, to promote gender equity in STEM fields.⁴¹

This research provides evidence-based support for STEM/STEAM education in the U.S., with a particular focus on addressing disparities among minorities and low-income communities. We believe that by starting in early grades and consistently engaging students in STEAM-based learning meaningfully and in developmentally appropriate ways at each grade of their learning, they will both become more motivated to deepen this learning, and more confident in their own abilities to succeed in these fields. By promoting diversity, equity, and inclusion in STEAM fields, we can ensure that all students have equal opportunities to succeed in the increasingly tech-driven world, and apply their diverse, unique perspectives to the STEAM research and products they ultimately build. Therefore, MPS schools are intentionally located in underserved communities to serve student groups that would benefit most from high-quality STEAM education.

ANCHOR CORE VALUES AND COMPETENCIES

Beyond our mission and vision, MPS has long identified **Excellence**, **Innovation**, and **Connection** as our anchor core values, which permeate all school activities. More recently, our Board of Directors adopted the **Magnolia Graduate Profile**, developed through a comprehensive design process that engaged a variety of different MPS stakeholders in focused conversations about the knowledge, skills, mindsets, and literacies essential for success in college and 21st century careers, aligned to our anchor core values. The Portrait defines six competencies: • Literacy with a Learner's Mindset • Critical Thinking • Creativity • Effective Communication • Adaptability • Global Citizenship, all defined below.



⁴¹ Hill, Catherine & Corbett, Christianne & Rose, Andresse. (2010). Why So Few? Women in Science, Technology, Engineering, and Mathematics. American Association of University Women.

Excellence

Magnolia students exhibit the desire to pursue knowledge and greatness and to contribute original and provocative ideas in a learning environment, in diverse settings, and as a catalyst to future academic knowledge. We foster academic excellence through project-based, “real-world” learning using a constructivist/project-based approach, Culturally and Linguistically Responsive Teaching, blended learning and tech-fluency development through integrated technology across subjects, student portfolios that are personalized to their paths and interests, individualized scheduling models, assessments of and for learning academic discourse, and opportunities for acceleration including dual enrollment college courses in high school. All of this prepares students for 21st century demands.⁴² As they grow and develop, students learn where and how to access the needed information and supports to advance their academic pursuits and societal contributions. Students demonstrate their mastery and excellence in their learning outcomes based on the MPS core competencies, with a specific focus on:

Literacy with a Learner’s Mindset for Magnolia students is to demonstrate a depth of knowledge and literacy in multiple subject areas with a learner’s mindset to make informed decisions. Students overcome challenges by developing a positive attitude and belief about learning, embracing curiosity to experience new ideas, and sustaining the desire to learn, unlearn, and relearn. Students achieve Excellence in the classroom and society as a result of both their mastery of content knowledge and skills across academic subjects, and an ingrained perspective that there is no ceiling to what can be learned – and that knowledge itself can be mutable as people continue to iteratively research and discover how the world works.⁴³

Critical Thinking is demonstrated by Magnolia students as they problem-solve by identifying, evaluating, and prioritizing solutions to difficult or complex situations, and implementing and reflecting critically on a solution. Students achieve our core value of Excellence by distilling problems to their root causes using multiple sources and perspectives, designing solutions that align to said root causes and adequately address them, and while considering the cost-benefit impact of potential remedies based on community input.⁴⁴ To develop excellence in research, project artifacts, and presentations, students also learn to apply the essential skill of discernment for the reliability, validity, quality, and value of sources and content.⁴⁵

Innovation

Students have the freedom to choose how and what they learn and demonstrate it as a public display of excellence. Individualized scheduling, including A-G planning done each year in high school grades, early identification of learning styles, personalities, interests, and college/career plans support students’ matriculation and college and career readiness. This includes student participation in the planning of their educational experience, enrichment and acceleration programs, engaging STEAM program choice options, individualized and blended (tech-based) learning programs, differentiated educational

⁴² Myeong-Hee, S. (2018). Effects of Project-based Learning on Students’ Motivation and Self-efficacy. *English Teaching*, 73(1), Spring 2018.

⁴³ Zhang, J., Kuusisto, E., and Tirri, K. (2017). How Teachers’ and Students’ Mindsets in Learning Have Been Studied: Research Findings on Mindset and Academic Achievement. *Psychology*, 8(9), July 2017.

⁴⁴ Spradin, D. (2012, September). Are You Solving the Right Problem? *Harvard Business Review*.

⁴⁵ Machete, P., & Turpin, M. (2020). The Use of Critical Thinking to Identify Fake News: A Systematic Literature Review. *Responsible Design, Implementation and Use of Information and Communication Technology*.

experiences, extended learning options, electives, contests and competitions, clubs, teams, and adaptive assessments.

Creativity for Magnolia students is to have the freedom within our innovative model to demonstrate originality, imagination, and new ways of thinking critically and independently. Students transcend traditional ideas, rules, patterns, and relationships to create and convey new or meaningful ideas, methods, or interpretations. Through STEAM-themed interdisciplinary learning, local and national academic and STEAM competitions, mentoring, STEAM clubs, college and career instructional field trips, students are motivated to pursue 21st century careers. Innovation occurs through empowered student voice and choice in what they learn, adapted teaching based on student interests and personal assets, and freedom and variety in how mastery of content knowledge and skills is demonstrated.⁴⁶

Adaptability for Magnolia students is to demonstrate flexibility when acclimating to various roles and situations. Students work effectively in a local, national and global climate of ambiguity and changing priorities, demonstrating agility in thought and action. They understand, negotiate, and balance diverse views and beliefs to reach workable solutions, responding productively to feedback, praise, setbacks, and criticism. MPS' educators continuously adapt to student data, differentiating learning. Magnolia students understand that fluidity is necessary to be responsive to an unpredictable and dynamic world, as well as diverse sources of input and feedback.⁴⁷

Connection

Magnolia school communities are integrated partnerships with the school site staff, families, students, and all other stakeholders. This sense of connection creates a safe place for all learners and stakeholders to affirm individual strengths, celebrate character, provide academic support through mentorship and internship, and promote unity and better decision-making through the implementation of restorative justice practices. Additionally, community cultivates identity and gives each member a sense of belonging and pride.⁴⁸ MPS utilizes home visits, stakeholder surveys, field trips, life skills classes, and coaching to support our overall community-based goals. We implement a "community schools" approach and work with community partners to establish mentoring relationships and other social capital to support our students' development of personal and academic networks for long-term resilience and connection.

Effective Communication for Magnolia students is to articulate thoughts and ideas effectively using oral, written, and non-verbal communication skills in a variety of forms and contexts, for a range of purposes and audiences. Students demonstrate empathy through awareness, sensitivity, concern, and respect for others' feelings, opinions, experiences, and culture.

⁴⁶ Bernard, R. M. *et al.* (2019). Twenty-First Century Adaptive Teaching and Individualized Learning Operationalized as Specific Blends of Student-Centered Instructional Events: A Systematic Review and Meta-Analysis. *Campbell Systematic Reviews*, 15(1-2), June 2019.

⁴⁷ Brassey, J. *et al.* (2021). *Future proof: Solving the "adaptability paradox" for the long term*. McKinsey & Company. Accessed January 2, 2024 from <https://www.mckinsey.com/capabilities/people-and-organizational-performance/our-insights/future-proof-solving-the-adaptability-paradox-for-the-long-term>.

⁴⁸ Sullivan G. B. (Ed.) (2014). *Understanding Collective Pride and Group Identity: New directions in emotion theory, research and practice*. Routledge.

Students also create true, authentic Connection by listening fully to others' perspectives and experiences, accurately reflecting back input, and expressing themselves clearly and accurately.⁴⁹

Global Citizenship for Magnolia students is to contribute to making the world a better place. Students strive to understand the world and its complexities, value and embrace diverse cultures and unique perspectives through mutual respect and open dialog, cultivate compassion, and take action in building more peaceful and inclusive environments. Students develop the social and emotional skills needed to compete in a global society, including having a growth mindset, being resilient, reflective, and demonstrating grit, self-respect and good character. These traits are crucial to not only for enrolling in and completing college, but also for developing and contributing their original ideas in a work place environment.⁵⁰ Underlying the effective exercise of the Global Citizenship competency is Connection – specifically, an orientation towards understanding the diverse cultures of the world, acknowledging the effort to understand others as an asset, and recognizing the interconnectedness of human beings – in particular, the global repercussions of our actions regardless of geographic boundaries.⁵¹

These values and competencies overlap and are integrated across the school, in every grade level and every classroom, providing consistent messaging to our students and entire school community about what we value and what we are working towards. Together, these values and competencies shape Magnolia's definition of what it means to be an educated person in the 21st century and "orient actions" among all stakeholders, helping form a shared sense of purpose and connection across the school and organization.⁵² Studies have also revealed that students who maintain a solid sense of values and ethics are more likely to exhibit positive behaviors and attitudes.⁵³ And at the educator level, research shows that clarifying and deliberately practicing core values is an essential way for teachers to build resilience.⁵⁴

HOW LEARNING BEST OCCURS

MPS firmly believes that ALL students are brilliant, and are capable of growing academically and emotionally. It is our responsibility as educators to provide scholars with the tools and contexts they need to accomplish their goals. We also recognize that all students bring a unique set of skills and talents to the school community. Our goals for our scholars are to ensure that they are academically achieving, technologically fearless, creatively empowered, and socially and civically engaged.

⁴⁹ Sutton, J. (2016). *Active Listening: The Art of Empathetic Conversation*. Positive Psychology. Accessed January 2, 2024 from <https://positivepsychology.com/active-listening/>.

⁵⁰ Baldwin, A. (2020). *College Success*. OpenStax: Houston, Texas.

⁵¹ Akkari, A., & Maleq, K. (2020). Global Citizenship Education: Recognizing Diversity in a Global World. Springer.

⁵² Lankau, M. J., Ward, A., Amason, A., Ng, T., Agle, B. R., & Sonnenfeld, J. A. (2007). Examining the impact of organizational value dissimilarity in top management teams. *Journal of Managerial Issues*, 19(1), 11-34.

⁵³ Berkowitz, M. W. (2012). Moral and character education. In K. R. Harris, S. Graham, T. Urdan, S. Graham, J. M. Royer, & M. Zeidner (Eds.), *APA educational psychology handbook, Vol. 2. Individual differences and cultural and contextual factors* (pp. 247–264). American Psychological Association

⁵⁴ Patterson, J. L., Kelleher, P. (2005). *Resilient school leaders: Strategies for turning adversity into achievement*. ACSD.

The MPS program prepares students for success in their next stage of schooling (i.e., elementary to middle, high school to college) and ultimately meaningful careers by providing an inquiry-based, hands-on instructional approach to not only teach students to “learn to learn” but also prepare them for success in the pursuit of future STEAM careers and interests.⁵⁵

EXCELLENCE

Research and experience show us that learning best occurs when students are engaged and actively involved in the learning experience, have multiple opportunities to make interpersonal connections with the world, and relate their experiences to what they are learning in school.⁵⁶ As students explore topics in a variety of ways and through various sources, they learn to relate what they are learning to their own lives. When students view their learning as having **personal relevance**, they put more effort into their schoolwork and achievement.⁵⁷

The educators on our team provide the foundation of authentic and equitable learning. MPS understands that students learn best when they have multiple opportunities to collaboratively draw and share past knowledge, eventually developing conceptual understanding in **constructivist settings**. Jean Piaget famously defined different stages of cognitive development and described how children “construct” meaning (what we today call “constructivist” theory or “constructivism”) and the mental models, or schemas, they use to “make sense of things.”⁵⁸ Extensive research supports the effectiveness of active learning, “particularly in improving the achievement level of the lowest-performing students and minorities.”⁵⁹ Active learning can take on many forms, but the common thread is that students are not simply sitting listening to a teacher lecture. Instead, true mastery of content best occurs when students are given the means to explore, question, solve problems, reflect, make mistakes, try again and demonstrate their knowledge.⁶⁰

MPS’ rigorous standards-based educational program uses inquiry- and project-based activities to help students acquire core academic knowledge, problem-solving skills, and critical thinking skills.⁶¹ The benefits of **inquiry-based learning** are abundant, including that it: (1) reinforces previously taught curricular content, (2) primes the brain for learning, (3) promotes a deeper understanding of the subject,

⁵⁵ Barron, B., & Darling-Hammond, L. (2008). Teaching for meaningful learning: A review of research on inquiry-based and cooperative learning (Book excerpt). San Rafael, CA: George Lucas Educational Foundation.

⁵⁶ Alba, C.; Fraumeni, B. R. (2019). Student Engagement: Evidence-based strategies to boost academic and social-emotional results. McREL International.

Zandvliet, D.; den Brok, P.; Mainhard, T.; & van Tartwijk, J. (Eds.) (2014.) *Interpersonal Relationships in Education: From Theory to Practice*. Sense Publishers.

Hattan, C., Singer, L. M., Loughlin, S., & Alexander, P. A. (2015). Prior Knowledge Activation in Design and in Practice. *Literacy Research: Theory, Method, and Practice*, 64(1), 478-497.

⁵⁷ Arlette Willis, Reading the World of School Literacy: Contextualizing the Experience of a Young African American Male. 1995. Shernoff and Csikszentmihalyi, *Cultivating engaged learners and optimal learning environments*. 2009

⁵⁸ verywellmind. [The 4 Stages of Cognitive Development: Background and Key Concepts of Piaget’s Theory.] Accessed on August 28, 2021. <https://www.verywellmind.com/piagets-stages-of-cognitive-development-2795457>.

Christensen, C. M., Horn, M. B., & Johnson, C. W. (2011). [Disrupting class: How disruptive innovation will change the way the world learns.] (Vol. 1). New York: McGraw-Hill.

⁵⁹National Drop Out Prevention Center. [Active Learning.] www.learning-theories.com/constructivism.html Accessed on August 4, 2018. [http://dropoutprevention.org/effective-strategies/active-learning/..](http://dropoutprevention.org/effective-strategies/active-learning/)

⁶⁰Freire, P. (1972). [Pedagogy of the Oppressed.] (Trans. Myra Bergman Ramos.) New York: Herder.

⁶¹ Sahin, A. (2013). STEM Project-Based Learning. In: Capraro, R.M., Capraro, M.M., Morgan, J.R. (Eds.) *STEM Project-Based Learning*. SensePublishers

(4) induces learning as rewarding, (5) fosters initiative and autonomy, (6) works across subjects, and (7) allows visibility into opportunities for differentiated instruction.⁶²

Inquiry-based teaching is often seen as a way of engaging students in the learning process through group work and hands-on activities, and by challenging them to support conclusions with evidence and observations.⁶³ Effective inquiry is more than just asking questions. A complex process is involved when individuals attempt to convert information and data into useful knowledge. These skills can be developed at any age. Bryn Mawr science professor, Wilfred Franklin, describes it best, “Inquiry based approaches to science education focus on student constructed learning as opposed to teacher-transmitted information Inquiry based curriculum has been shown to develop independent and **critical thinking skills**, positive attitudes and curiosity toward science and increased achievement in biological content.”⁶⁴

We believe student **output must have depth and value** in order to foster a sense of pride and accomplishment.⁶⁵ Jerome Bruner posits that learning is an active process in which the learner uses existing schema to make meaning of new information and experiences, a process called **scaffolding**.⁶⁶ MPS teachers assume the role of facilitators of meaningful learning experiences rather than transmitters of knowledge. Students build on their existing knowledge as guided experiences to help them discover and develop the underlying ideas and concepts. This process not only deepens students’ knowledge, this also sparks and stimulates their curiosity and passion for learning. Research shows that students who attend schools that employ constructivist methodologies gain critical thinking skills, deeper understandings, and learning that lasts.⁶⁷

We also believe learning best occurs through **project-based learning**. Research on the effectiveness and benefits of project-based learning is expansive. The pedagogy is recognized to significantly improve student performance outcomes, including academic achievement, engagement and motivation, and

⁶² Guido, M. (2017). Inquiry-Based Learning Definition, Benefits & Strategies. Accessed November 25, 2023 from <https://www.prodigygame.com/blog/inquiry-based-learning-definition-benefits-strategies/>

⁶³ Pedaste, M.; Mäeots, M.; Siiman, L. A.; de Jong, T.; van Riesen, S. A. N.; Kamp, E. T.; Manoli, C. C.; Zacharia, C. Z.; Tsourlidaki, E. (2015). Phases of inquiry-based learning: Definitions and the inquiry cycle. *Educational Research Review*: 14.

⁶⁴ Franklin, W. A. *Inquiry Based Approaches to Science Education: Theory and Practice*.

Hall D. A., McCurdy D. W. (1990). A comparison of a biological sciences curriculum study (BSCS) laboratory and a traditional laboratory on student achievement at two private liberal arts colleges. *Journal of Research in Science Teaching*, 27, 625-636

Kyle W. C. Jr., Bonnstetter R. J., Gadsden T. Jr. (1988). An implementation study: An analysis of elementary students’ and teachers’ attitudes toward science in process-approach vs. traditional science class. *Journal of Research in Science Teaching*, 25, 103-120.

Kyle, William & Shymansky, Jim & Alport, J.. (1982). The alphabet soup science curricula of the sixties: How effective were they? *The Science Teacher*, 99.

Shymansky, J.A. (1984). BSCS programs: just how effective were they? *The American Biology Teacher* (46)54-57.

⁶⁵ Berger, R.; Rugen, L.; & Woodfin, L. (2014). *Leaders of Their Own Learning: Transforming Schools Through Student-Engaged Assessment*. Jossey-Bass.

⁶⁶ Wood, D. J., Bruner, J. S., & Ross, G. (1976). The role of tutoring in problem solving. *Journal of Child Psychology and Psychiatry*. 17;2: 89-100.

⁶⁷ Rushton, S., Eitelgeorge, J., Zickafoose, R. (2003). Connecting Brian Cambourne’s Conditions of Learning to Brain/Mind Principles: Implications for Early Childhood Educators. *Early Childhood Education Journal*. 31;1: 11-21.

advanced thinking practices.⁶⁸ Through project-based learning and interdisciplinary instruction, students are better able to master creativity and critical higher order thinking as well as an inquisitive attitude, sensitivity to alternative points of view and to ethical issues, an enlarged perspective and more original and unconventional thinking.⁶⁹ Project-based learning also enhances student motivation to focus on a task that they have inherent interest in given that the topic and/or approach to solving a problem is often their choice.⁷⁰ The approach also often empowers students with the autonomy to design and execute on projects, practice group leadership, and exercise project ownership and responsibility.⁷¹

We have designed our curriculum to be relevant to our student demographic, while allowing students to explore and connect to the richness and diversity of the broader world. In other words, MPS implements **culturally and linguistically responsive teaching**, defined as “using the cultural knowledge, prior experiences, frames of references, and performance styles of ethnically diverse students to make learning encounters more relevant to and effective for them.”⁷² Enduring understanding occurs when content instruction includes cultural learning, tied to students’ lived experiences outside of school.⁷³ As a result, students also learn about cultural commonalities and differences, including how others distinctly think and apply a field of knowledge – further establishing students’ foundation in college and career readiness.⁷⁴ In ELA, for example, teachers select texts that reflect a range of cultural backgrounds. Through exposure to varied cultural influences, students have a greater likelihood of connecting with the text and constructing knowledge. We seek to engage students’ natural curiosities, integrate subjects in practical and meaningful ways, and help students define their own inquiries.⁷⁵

Based on research and experience, the founders of MPS uphold that learning best occurs when effectively integrating technology into teaching and learning. At MPS this takes the form of **blended learning**, with students at every grade level using a variety of adaptive online learning platforms to engage in customized skills practice and core content mastery, while providing real-time data for teachers about each student’s proficiency and progress. According to studies, benefits of blended learning abound, including the option for students to learn at a pace and with curriculum that is personalized (including opportunities for acceleration and advanced learning), the opportunity to reinforce instruction, continuous student and faculty access to course content and systems, wide variety in online programs, and the reduction of classroom management disturbances.⁷⁶ One summary of research on the topic concludes that the “students like learning with computers and their attitudes

⁶⁸ Zhang, L. & Ma, Y. (2023). A study of the impact of project-based learning on student learning effects: a meta-analysis study. *Frontiers in Psychology*, 14.

⁶⁹ Sill, D. J. (2001). [Integrative Thinking, Synthesis, and Creativity in Interdisciplinary Studies.] *The Journal of General Education*, 50(4), 288-311.

⁷⁰ Kagan, S. (1995). *We Can Talk: Cooperative Learning in the Elementary ESL Classroom*. ERIC Clearinghouse on Languages and Linguistics.

⁷¹ Evensen, D. H., & Hmelo, C. E. (Eds.). (2000). *Problem-based learning: A research perspective on learning interactions*. Lawrence Erlbaum Associates Publishers.

⁷² Gay, G. (2018). *Culturally responsive teaching: Theory, research, and practice*. New York: Teachers College Press.

⁷³ Hurley, J. (2000). [The Foundations of Dual Language Instruction.]

⁷⁴ Mensah, F. M. (2021). Culturally Relevant and Culturally Responsive: Two Theories of Practice for Science Teaching. *Science and Children*, 58(4). Accessed November 25, 2023 from <https://www.nsta.org/science-and-children/science-and-children-marchapril-2021/culturally-relevant-and-culturally>

⁷⁵ Freire, P. (1972). [Pedagogy of the Oppressed.] (Trans. Myra Bergman Ramos.) New York: Herder.

⁷⁶ Shand, Kristen & Farrelly, Susan. (2018). The Art of Blending: Benefits and Challenges of a Blended Course for Pre-Service Teachers. *Journal of Educators Online*, 15.

toward learning and school are positively affected by computer use” and that “students learn more quickly and with greater retention when learning with the aid of computers.”⁷⁷ Technology use also seems most effective for otherwise low achieving and at-risk students.⁷⁸

MPS offers a **comprehensive college and career-preparatory program**, starting in elementary school with college visits and workshops for parents about college preparatory and planning. Alumni mentors who have graduated from college return to campus and speak with our students about their experiences, and we ensure each student has a **personalized graduation plan** that includes their plans following high school. Magnolia recently has adopted a renewed focus on college preparatory via **dual enrollment**, including adopting an “early college” model at some of our schools and beginning work on developing Career Technical Education (“CTE”) pathways. These initiatives – including dual enrollment programs in partnership with area community colleges – offer all students a viable, approachable option to earn a significant amount of college transfer credits, potentially towards a postsecondary diploma or CTE certification. A meta study of dual enrollment research reveals positive student impact on college degree attainment, matriculation and enrollment, credit accrual, high school graduation, and boosts to academic achievement in high school.⁷⁹

INNOVATION

Since the inception of MPS throughout California, our educators have prioritized STEAM-themed learning. Evidence suggests that since the United States adopted the CCSS, which focuses on math and English, this has had a negative effect on student achievement data in other subjects – namely, science and social studies. The negative data is most pronounced among historically high-need students.⁸⁰

We believe that students value and learn science – and learn across different subjects – best when:

- A variety of presentation modes are used to accommodate different learning styles.⁸¹
- Students are given opportunities to interact and share ideas with their peers.⁸²
- The scientific contributions of individuals from all ethnic origins are recognized and valued.⁸³
- Other subject areas are infused into science.⁸⁴

⁷⁷ Noeth, R. J., & Volkov, B. B. (2004). *[Evaluating the Effectiveness of Technology in Our Schools.]* ACT Policy Report. American College Testing ACT Inc.

⁷⁸ Ibid.

⁷⁹ U.S Department of Education: Institute of Education Sciences. (2017). What Works Clearinghouse Intervention Report: A summary of findings from a systematic review of the evidence: Dual Enrollment Programs. Accessed January 5, 2024 from https://ies.ed.gov/ncee/wwc/Docs/InterventionReports/wwc_dual_enrollment_022817.pdf.

⁸⁰ Arold, B. W. and Shakeel M. D. (2021). The Unintended Effects of the Common Core State Subjects on Non-Targeted Subjects.

⁸¹ Yeo, J., & Nielsen, W. (2020). Multimodal science teaching and learning. *Learning: Research and Practice*, 6(1), 1–4.

⁸² Tullis, J.G., & Goldstone, R.L. (2020). Why does peer instruction benefit student learning? *Cognitive Research: Principles and Implications*, 5(15).

⁸³ University of California Museum of Paleontology, Berkeley. (2013). The scientific community: Diversity makes the difference. Accessed January 11, 2024 from <https://undsci.berkeley.edu/understanding-science-101/the-social-side-of-science-a-human-and-community-endeavor/the-scientific-community-diversity-makes-the-difference/>.

⁸⁴ Lois K., & Stead, D. (Eds.) (2024). *Enhancing Primary Science: Developing Effective Cross-Curricular Links*. McGraw-Hill Education.

Byrne, E., & Brodie, M. (2012). *Cross Curricular Teaching and Learning in the Secondary School... Science* (1st ed.). Routledge: London, UK.

- Inquiry skills and positive attitudes are modeled by the teacher and others involved in the education process.⁸⁵

Our inquiry-based teaching strategies align naturally to STEAM-based learning in all grades, and are often seen as a way of engaging students in the learning process through group work and hands-on activities, and by challenging them to support conclusions with evidence and observations.

While Magnolia initially was founded as a STEM-themed school, we soon realized the critical importance of the Arts in engaging and motivating students, offering creative and different ways of expressing learning, and allowing critical means of self-expression for our underserved students. “[A]rts integration has been shown by several rigorous studies to increase student engagement and achievement among youth from both low and high socioeconomic backgrounds.”⁸⁶ At all our grade levels, all students will have access to visual and performing arts instruction, activities and public demonstrations of their work products.

At all our grade levels, we work to improve students’ academic skills, especially those who are performing below grade level, by providing a comprehensive **Multi-Tiered System of Supports** (“MTSS”) model, described fully later in this petition. Research on the MTSS model has shown: statistically significant associations to fewer suspension and student discipline referrals;⁸⁷ faculty reports of more students scoring at benchmark or proficient on state assessments;⁸⁸ and educator-reported improvements in social and emotional behavior, and fewer referrals for special education.⁸⁹ MSA-3 offers comprehensive tutoring and intervention programs during, before and after-school. EL students receive both designated and integrated EL instruction daily, and SWD receive both pull-out and push-in services. We will empower each of our students to become self-motivated, competent, and lifelong learners by meeting them where they are, and helping them grow.

Because one’s personal needs are intrinsically motivating, we begin the learning process by allowing students to assess their unique learning needs and styles, and teach them how to articulate those needs through effective communication throughout their progression at MPS, in developmentally appropriate ways. This helps guide our educators in developing their curriculum so that it is personalized and aligned to meet students at their level. Research demonstrates that **personalized learning plans** support

⁸⁵ Ergül, R., Şimşekli, Y., Çaliş, S., Özdilek, Z., Göçmençeşlebi, Ş., & Şanlı, M. (2011). The Effects of Inquiry-based Science Teaching on Elementary School Students’ Science Process Skills and Science Attitudes. *Bulgarian Journal of Science & Education Policy*, 5(1).

⁸⁶ Catterall, J. S. (2012). *[The Arts and Achievement in At-Risk Youth: Findings from Four Longitudinal Studies.]* Research Report# 55. National Endowment for the Arts.

⁸⁷ Scott, T. M., Gage, N. A., Hirn, R. G., Lingo, A. S., & Burt, J. (2019). An examination of the association between MTSS implementation fidelity measures and student outcomes. *Preventing School Failure*, 63(4), 308–316 (2019)
Elfner Childs, K., Kincaid, D., & Peshak George, H. (2010). A Model for Statewide Evaluation of a Universal Positive Behavior Support Initiative. *Journal of Positive Behavior Interventions*, 12(4), 198–210.

⁸⁸ Reedy, K., & Lacireno-Paquet, N. (2015). Implementation and Outcomes of Kansas Multi-Tier System of Supports: Final Evaluation Report—2014. WestEd.

⁸⁹ Dillard, C. (2017). Multi-Tiered System of Supports (MTSS) and Implementation Science.

students to learn the relevance and applicability of mastering academic skills and content – increasing motivation and laying the grounding for effective college and career readiness.⁹⁰

In MPS' student-centered approach, a single classroom inevitably will have students at myriad levels with varying needs. Teachers must then work to **differentiate learning** for each student, ensuring that that the student who is reading below grade level, the English Learner, the gifted student and the student who needs more processing time each are given equal access to the curriculum and the opportunity to demonstrate their mastery of the content. In our intensively **data-driven** program, MPS carefully collects and disaggregates data in order to consistently and continuously monitor and measure student mastery of grade-level content standards and growth, as well as provide immediate feedback to improve learning.⁹¹ Research has shown that using data in instructional decisions can lead to improved student performance.⁹² By constantly "beginning with the end in mind" through both backwards planning and a constant reflection on data, we can ensure our curriculum is having the desired impact. Our planned before- and after-school programs, intersessions and Saturday school offer additional academic assistance to students, as well as provide a safe place for academic, social and emotional enrichment beyond the school day. Based on research and experience, these programs promote a love of learning and accelerates positive feelings about the school experience, as well as nurture a sense of family and connection in our students.⁹³

CONNECTION

As Nel Noddings wrote in *The Challenge to Care in Schools*, schools should “promote the growth of students as healthy, competent, moral people . . . [including] the discourse of responsibility, interdependent sociality, community, and commitment . . . the topics that arise in common human experience.”⁹⁴ A fundamental core of our operations, we emphasize our students' psycho-social development and sense of “belonging”; including an emphasis on compassionate communication as we help our students develop critical communication and character skills.

The focus on **life skills** and **character education** is an important element of the MPS model that enhances our students' learning experience. Our life skills instruction is designed to empower students with critical study and organizational skills, as well as important social skills such as conflict resolution and effective communication, at each stage of their development. These skills support self-motivation,

⁹⁰ Solberg, V. S.; Wills, J.; Redmon, K; and Skaff, L. (2014). Use of Individualized Learning Plans: A Promising Practice for Driving College and Career Efforts. Findings and Recommendations for a Multi-Method, Multi-Study Effort. National Collaborative on Workforce and Disability for Youth.

⁹¹ Garnett, B. (2010). In Organization for Economic Cooperation and Development (Ed.) Educating Teachers for Diversity: Meeting the Challenge. OECD iLibrary.

⁹² Wayman, J. C. (2005). [Involving Teachers in Data-Driven Decision Making: Using Computer Data Systems to Support Teacher Inquiry and Reflection.] *Journal of Education for Students Placed At Risk*, 10(3), 295-308.

Wayman, J. C., Cho, V., & Johnston, M. T. (2007). [The Data-Informed District: A District-Wide Evaluation of Data Use in the Natrona County School District.] Wohlstetter, P., Datnow, A., & Park, V. (2008). [Creating a System for Data-Driven Decision-Making: Applying the Head of School-Agent Framework.] *School Effectiveness and School Improvement*, 19(3), 239-259.

⁹³ Durlak, Joseph & Weissberg, Roger. (2007). *The Impact of After-School Programs that Promote Personal and Social Skills*. Collaborative for Academic, Social, and Emotional Learning.

⁹⁴ Noddings, N. (2015). [The Challenge to Care in Schools.] 2nd Edition. Teachers College Press.

improvement, and growth, with the goal that students will ultimately use these tools to evolve and contribute to their global community.⁹⁵

In addition to our educators, as a foundational piece of our model, parents are recognized as integral participants in successful student learning. The **home-school connection** is fostered with home visits, frequent home-school communications, parent workshops, parent volunteering in school life (English Learner Advisory Committee (“ELAC”), Parent Advisory Committee (“PAC”), volunteering to plan events, etc.), and frequent school community events.

A New Wave of Evidence, a report from Southwest Educational Development Laboratory, found that, regardless of family income or background, students with involved parents are more likely to: earn higher grades and test scores, and enroll in higher-level programs; be promoted, pass their classes, and earn credits; attend school regularly; have better social skills, show improved behavior, and adapt well to school; [and] graduate and go on to postsecondary education.⁹⁶ The involvement of all stakeholders helps to develop a school’s culture, and its identity as a family and a community. Students whose parents are involved in their learning tend to experience higher academic achievement, better attendance, higher graduation rates, and a better chance of continuing with their education beyond high school.⁹⁷

Beyond a focus on having an impact on their local community via projects and other forms of **community service and engagement**, we also believe that students must look far more broadly outside their local communities and embrace a **global focus** in today’s modern, inter-connected world. We offer world languages, opportunities for international trips and guest speakers, and a focus throughout the curricula – especially for our older students – on each individual’s impact on the world. Not only does this deepen students’ academic knowledge and skills, but it also expands their world view and teaches life skills, such as problem-solving, flexibility, and adaptability.⁹⁸ Meanwhile, the benefits of learning a second – or third – language are aligned to Magnolia Public Schools’ broader vision and include:

- improved achievement in other academic subjects, especially deeper understanding and more precise use of English grammar
- boosts to abstract, advanced, and creative thinking
- enhanced brain development
- improved sense of personal accomplishment
- increased cultural awareness, curiosity, and competency
- better career opportunities
- more effective empathetic communication.⁹⁹

⁹⁵ Prajapati, R. K., Sharma, B., & Sharma, D. (2017). Significance of Life Skills Education. *Contemporary Issues in Education Research*, 10;1: 1-6.

⁹⁶ Henderson, A. T., & Mapp, K. L. (2002). [A New Wave of Evidence: The Impact of School, Family, and Community Connections on Student Achievement.] Annual Synthesis, 2002.

⁹⁷ Bowen, N. K. (1999). A Role for School Social Workers in Promoting Student Success through School-Family Partnerships. *Children & Schools*, 21;1: 34–47.

⁹⁸ Byrnes D. A. (2001). “Travel Schooling: Helping Children Learn through Travel.” *Childhood Education*, 77 (6): 345-50.

⁹⁹ NEA Research. (2007). The Benefits of Second Language Study. Accessed January 4, 2024 from <https://portal.ct.gov/-/media/SDE/World-Languages/BenefitsofSecondLanguage.pdf>

Studies reveal that students who attend schools that provide opportunities for community engagement tend to evolve into active citizens in adulthood.¹⁰⁰ Therefore, MPS students will regularly engage in community service endeavors. The MPS model incorporates “real life” projects that are aligned with the curriculum and provide students with opportunities to work within their home community. This helps students move from adolescence and school to adulthood and society, understanding their role in the community and impact on those around them.

Goals, Actions, and Outcomes in the State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonable comprehensive of the Charter School’s annual goals, actions and measurable outcomes, both school wide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d). Student performance and achievement of school-wide, subgroup and individual student progress is measured by multiple and varied summative and formative assessments that are aligned to state and federal standards (including CCSS) and reflect proficiency measures required by the CAASPP, as well as state priorities detailed in Education Code Section 52060(d).

The following chart details the school’s annual goals, for all pupils (including statistically significant subgroups) pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 52052, for each of the eight (8) state priorities identified in Education Code Section 52060(d), including specific annual actions the school will take to achieve each of the identified annual goals. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled Board meeting.

LOCAL CONTROL FUNDING FORMULA (LCFF) STATE PRIORITIES	
GOAL #1	
<p>BASIC SERVICES FOR A HIGH-QUALITY LEARNING ENVIRONMENT: All students and staff will have access to a safe, secure, healthy, and high-quality learning and working environment. Students will receive high-quality services that are fundamental to academic success, including fully credentialed teachers, standards-aligned and high-quality instructional materials, and appropriately maintained school facilities.</p>	<p>Related State Priorities:</p> <p><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 6</p> <p>Local Priorities:</p> <p><input type="checkbox"/>: <input type="checkbox"/>:</p>
Specific Annual Actions to Achieve Goal	
<p>1. Teacher assignments and credentials</p> <ul style="list-style-type: none"> ▪ Charter School and the MPS Human Resources team will conduct credential, background, and TB clearance reviews as part of the hiring process and at least once throughout the year to ensure all credentials are properly maintained. 	

¹⁰⁰ Pancer, S. M. (2015). *The Psychology of Citizenship and Civic Engagement*. Oxford Academic: Oxford, UK.

- Charter School will support our teachers’ credentialing needs.
- Charter School will annually review master schedules and teacher assignments to ensure teachers are appropriately assigned and fully credentialed in the subject area and for the students they are teaching. Charter School uses a Human Resources Information System (HRIS) to automate employee documents.

2. Instructional materials and technology

- Charter School will manage the acquisition, distribution, and maintenance of equipment, materials, and technology needed to meet the academic, linguistic, cultural, social-emotional, and physical requirements of students.
- Charter School will annually review alignment of instructional materials to standards and maintain an inventory of instructional materials and corresponding purchases of materials.
- Charter School will annually review budgets and plans to ensure adequate budget for instructional materials.
- Charter School will ensure that students have sufficient access to standards-aligned instructional materials, including technology-based resources.
- Charter School will provide effective access and integration of technology resources, including software and mobile devices, that ensure meaningful access to CA Content Standards aligned instructional programs.

3. Clean and safe facilities that support learning

- Charter School will continually improve and maintain facilities to ensure school safety, security and high-quality learning and working environments.
- Charter School will do annual and monthly facility inspections to screen for ADA compliance and safety hazards; identified deficiencies will be quickly remedied. Daily general cleaning will maintain campus cleanliness. Maintenance and repairs will be provided by Charter School custodial staff and/or outsourced.

4. Healthy and nutritious meals

- Charter School will maintain nutrition education resources and continue to focus on innovative ways to increase access to freshly prepared, nutritious foods to ensure students are well-nourished and ready to learn.
- Charter School will promote healthy food and beverage choices for all students throughout campus, as well as encourage participation in school meal programs.

5. Well-orchestrated Home Office support services

- The MPS Home Office will provide services to the Charter School, supports and holds accountable the Charter School for compliance and meeting charter goals, provides best practices in curriculum and professional development, and sets up systems and processes that support academic achievement and growth, operational effectiveness, and financial sustainability. The Home Office will manage business operations of schools, which reduces program and operations-related burdens of the Charter School administration and enables the Charter School to receive services at a lower cost. The services of the Home Office include, but are not limited to, academics, accountability, operations, IT, facilities, finance and accounting, human resources, and external relations. Instructional services are reflected in Goals 2-4.

Expected Annual Measurable Outcomes

Outcome #1: Charter School’s teachers will be appropriately assigned and fully credentialed as required by law and the charter.

Metric/Method for Measuring: The percentage of teaching assignments that have an assignment monitoring outcome of "clear" (Source: Local Indicator Priority 1, CDE DataQuest TAMO by FTE Report)

APPLICABLE STUDENT GROUPS	Baseline 2022-23	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	77.9%	> 85%	> 85%	> 85%	> 85%	> 85%

Outcome #2: Students will have equitable access to high-quality and standards-aligned instructional materials.

Metric/Method for Measuring: Percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home (Source: Local Indicator Priority 1)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30

All Students (Schoolwide and all statistically significant student groups)	0%	0%	0%	0%	0%	0%
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Outcome #3: Items on facility inspection checklists will be in compliance/good standing.
Metric/Method for Measuring: Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies) (Source: Local Indicator Priority 1)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	0	0	0	0	0	0

GOAL #2

<p>EXCELLENCE: Under our first core pillar of Excellence, all students will have equitable access to a high-quality core curricular and instructional program and make academic progress in alignment with California content standards (CCSS, NGSS, etc.) through our data-driven, differentiated and engaging learning program. Students will develop competencies aligned with our “Graduate Profile,” including Literacy with a Learner’s Mindset and Critical Thinking skills as they pursue academic excellence.</p>	<p>Related State Priorities:</p> <p><input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6</p>
	<p>Local Priorities:</p> <p><input type="checkbox"/>: <input type="checkbox"/>:</p>

Specific Annual Actions to Achieve Goal

- 1. Broad course of study and standards-based curriculum**
 - Charter School will provide students with a broad array of courses including core subjects (English, mathematics, social sciences, and science) and electives. Charter School will also provide all other academic programs and services outlined in its charter petition, certain programs and services being dependent on student need and interest.
 - Charter School will design its master schedule to meet the needs of its students to ensure all academic content areas are available to all students, including student groups. All students will participate in a rigorous, relevant, and coherent standards-based curriculum that supports the achievement of the schoolwide learner outcomes, academic standards, and college- and career-readiness standards. The school will be appropriately staffed to implement the school master schedule.

- 2. Professional development for high-quality instruction**
 - Professional development will occur at the MPS organizational level and within the school. Charter School will ensure curricula, instruction, and assessments are aligned to the standards and that teachers participate in professional development on the implementation of standards (CCSS, NGSS, etc.)
 - In addition to ongoing professional development activities that support efforts to increase student academic performance, all staff will be provided with multiple opportunities to grow professionally through induction processes, regular collaboration with colleagues, and curricular support. This involves instructional leadership, common walkthrough protocols, and professional feedback to promote a cycle of continuous improvement, as well as supports for high quality delivery of the program that enables differentiation, particularly for unduplicated students and students with exceptional needs. Instructional leaders at the school and at the Home Office will assess staff professional development needs through formal and informal performance observation, surveys, and student performance data. Based on the data, combined with LCAP goals and the MPS Home Office high quality instruction guidelines, the instructional leaders will determine common staff development days and tailor staff development to individual staff needs.

- 3. MTSS - Academic enrichment, intervention, and student support**
 - Charter School will implement MTSS as a systemic, continuous improvement framework in which data-based problem-solving and decision making is practiced across all levels of the educational system for supporting students.
 - Charter School will synthesize CAASPP and MAP student achievement and growth data, as well as course grades, and other state and internal assessment scores, into reports and regularly review progress towards targets.
 - Targeted interventions will be utilized to create a high-quality differentiated environment where students are supported to engage at their optimal levels. Charter School will provide additional supports and interventions to all students, including but not limited to, 1-1 or small group interventions, targeted support via evidence-based supplemental intervention/enrichment

materials and technology (reading, math, etc.), co-taught classes, Power English/Power Math classes, Study Skills, additional support during SSR/Advisory, before and after school tutoring, Saturday classes, and summer programs.

- SSPT, 504, and other support meetings will be coordinated among teachers and support roles (resource teachers, EL coordinator, department chairs, etc.)

4. Designated and integrated ELD programs and support for ELs

- Charter School will provide services to ELs, including newcomers and LTELs, by proficiency level and provide ELD instruction aligned to the CA ELD standards and framework.
- Charter School will provide our ELs with core and supplemental ELD instructional materials and provide our teachers with PD focused on ELD standards. Our EL coordinator will monitor EL student progress in program implementation according to our EL Master Plan.
- Charter School teachers will provide instruction using designated and integrated ELD instructional strategies as outlined in the CHATS framework (and other research-based strategies such as SDAIE) to all students, including ELs. Charter School will provide culturally and linguistically relevant materials for students. ELs will receive further in-class instructional support which includes one-on-one teacher support and small group instruction.
- Charter School will strive to provide bilingual instructional assistants to provide primary language support to enable students to access content area instruction while gaining language proficiency.
- Charter School will ensure that teachers participate in PD on ELD instructional strategies and CHATS framework. Charter School will provide regular and timely communication with families of EL students, including newcomers and LTELs, regarding annual assessments, program supports and services, and students' progress toward reclassification. This notification will include, but is not limited to, annual parent notification letters, quarterly ELAC meetings, and parent-teacher conferences.

5. Support for students with disabilities

- Students with disabilities will receive services and supports as listed in their Individualized Education Programs (IEPs) (in addition to services they receive pertinent to low income, foster youth and English learner designations) to improve outcomes and close the achievement gap, including graduation rate and performance on statewide assessments.
- Students with disabilities will have access to all additional intervention and student support systems as outlined in Goal 2: Actions 3 and 4, as well as access to push-in and pull-out services, instructional aides, learning center services, and contracted services to provide each scholar with a Free and Appropriate Public Education in their least restrictive and most accessible learning environment.
- Students with disabilities dually identified as EL will have ELD goals in their IEPs in addition to goals addressing their specific areas of need based on their eligibility.
- Our SPED, EL, and general education teams will work in collaboration, monitor our scholars' progress toward IEP goal mastery, and provide progress reports to parents. In addition, all IEPs will be reviewed, and present levels will be updated during annual and triennial reviews as required by the IDEA.

Expected Annual Measurable Outcomes

Outcome #1: Charter School will provide sufficient access to all programs and services.

Metric/Method for Measuring: Percentage of students who have sufficient access to all programs and services, as applicable, including the programs and services developed and provided to unduplicated students and to individuals with exceptional needs, and the programs that are provided to benefit these students (Source: Local Indicator Priority 7, SIS)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	100%	100%	100%	100%	100%	100%

Outcome #2: Charter School will provide implementation of state standards for all students.

Metric/Method for Measuring: Percentage of completion of observations by the school administration based on one formal and four informal classroom observations per teacher per year to ensure state standards implementation for all students (Source: Local Indicator Priority 2, SchoolMint Grow)

APPLICABLE STUDENT GROUPS	BASELINE 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	69%	≥ 85%	≥ 85%	≥ 85%	≥ 85%	≥ 85%

Outcome #3: Charter School will provide a Multi-Tiered System of Supports (“MTSS”) model of varied and strategically utilized supports and interventions to all students, including ELs, both during the school day and after school.

Metric/Method for Measuring: Percentage of students who have received a grade of “C” or better in core subjects and electives (Source: SIS)

APPLICABLE STUDENT GROUPS	BASELINE 2023-24 (FIRST SEMESTER)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	79%	≥ 80%	≥ 80%	≥ 80%	≥ 80%	≥ 80%

Outcome #4: Schoolwide and all statistically significant student groups in grades 6-8 and 11 will demonstrate grade-level proficiency on the CAASPP-ELA/Literacy assessments.

Metric/Method for Measuring: Percentage of students who have met or exceeded standard on the CAASPP-ELA/Literacy assessments (Source: CDE DataQuest)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	36.37%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
Socioeconomically Disadvantaged (SED)	30.92%	2 percentage point increase from the prior year	2 percentage point increase from the prior year	2 percentage point increase from the prior year	2 percentage point increase from the prior year	2 percentage point increase from the prior year
English Learners (EL)	N/A	N/A	N/A	N/A	N/A	N/A
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	8.00%	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	0.00%	5 percentage points increase from the prior year	5 percentage points increase from the prior year	5 percentage points increase from the prior year	5 percentage points increase from the prior year	5 percentage points increase from the prior year
Hispanic (HI)	36.61%	1 percentage point increase	1 percentage point increase	1 percentage point increase	1 percentage point increase	1 percentage point increase

		from the prior year	from the prior year	from the prior year	from the prior year	from the prior year
African American (AA)	32.67%	2 percentage point increase from the prior year	2 percentage point increase from the prior year	2 percentage point increase from the prior year	2 percentage point increase from the prior year	2 percentage point increase from the prior year
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #5: All schoolwide and statistically significant student groups in grades 6-8 and 11 will demonstrate growth on the CAASPP-ELA/Literacy assessments, as measured by Distance from Standard (DFS) on the CA School Dashboard.

Metric/Method for Measuring: Distance from Standard (DFS) on the CAASPP-ELA/Literacy assessments (*Source: CA School Dashboard*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	38.4 points below standard	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year
Socioeconomically Disadvantaged (SED)	48.1 points below standard	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year
English Learners (EL)	90.9 points below standard	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	137.4 points below standard	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	114.8 points below standard	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year

Hispanic (HI)	36.2 points below standard	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year
African American (AA)	47.2 points below standard	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year	4 points increase from the prior year
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #6: All schoolwide and statistically significant student groups will meet nationally normed targets for growth, in which NWEA expects 50% of students to meet their annual individual growth targets assigned by NWEA; measured by the percentage of students meeting their annual growth targets set by NWEA for the MAP-Reading assessment (Grades 6-11)

Metric/Method for Measuring: Percentage of students who have met their growth targets on the Measures of Academic Progress (MAP)-Reading assessment from fall to spring (Source: NWEA MAP)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-2027	2027-2028	2028-2029	2029-30
All Students (Schoolwide)	61.3%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
Socioeconomically Disadvantaged (SED)	66.2%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
English Learners (EL)	69.2%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	48.8%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic (HI)	65.0%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
African American (AA)	53.8%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #7: All Schoolwide and all statistically significant student groups in grades 6-8 and 11 will demonstrate grade-level proficiency on the CAASPP-Mathematics assessments.

Metric/Method for Measuring: Percentage of students who have met or exceeded standard on the CAASPP-Mathematics assessments (*Source: CDE DataQuest*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	17.19%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
Socioeconomically Disadvantaged (SED)	15.03%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
English Learners (EL)	N/A	N/A	N/A	N/A	N/A	N/A
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	3.70%	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	0.00%	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year
Hispanic (HI)	16.81%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
African American (AA)	15.84%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A

Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #8: All schoolwide and statistically significant student groups in grades 6-8 and 11 will demonstrate growth on the CAASPP-Mathematics assessments, as measured by Distance from Standard (DFS) on the CA School Dashboard.

Metric/Method for Measuring: Distance from Standard (DFS) on the CAASPP-Mathematics assessments (*Source: CA School Dashboard*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	92.6 points below standard	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year
Socioeconomically Disadvantaged (SED)	95.5 points below standard	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year
English Learners (EL)	104.0 points below standard	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year
Long-Term English Learners (LTEL)	150.6 points below standard	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year
Students with Disabilities (SWD)	149.9 points below standard	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	149.5 points below standard	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year	8 points increase from the prior year
Hispanic (HI)	93.6 points below standard	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year	5 points increase from the prior year
African American (AA)	94.2 points	5 points increase	5 points increase	5 points increase	5 points increase	5 points increase

	below standard	from the prior year	from the prior year	from the prior year	from the prior year	from the prior year
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #9: All schoolwide and statistically significant student groups will meet nationally normed targets for growth, in which NWEA expects 50% of students to meet their annual individual growth targets assigned by NWEA; measured by the percentage of students meeting their annual growth targets set by NWEA for the MAP-Mathematics assessment (Grades 6-11)

Metric/Method for Measuring: Percentage of students who have met their growth targets on the Measures of Academic Progress (MAP)-Mathematics assessment from fall to spring (*Source: NWEA MAP*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	55.4%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
Socioeconomically Disadvantaged (SED)	57.6%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
English Learners (EL)	64.3%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	58.5%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic (HI)	61.8%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
African American (AA)	46.2%	≥ 50%	≥ 50%	≥ 50%	≥ 50%	≥ 50%
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #10: All Schoolwide and all statistically significant student groups in grades 5, 8, and 10-12 will demonstrate grade-level proficiency on the California Science Test (CAST) assessments.

Metric/Method for Measuring: Percentage of students meeting or exceeding standard on the CAASPP-Science assessments (*Source: CDE DataQuest*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
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All Students (Schoolwide)	16.00%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
Socioeconomically Disadvantaged (SED)	18.68%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
English Learners (EL)	N/A	N/A	N/A	N/A	N/A	N/A
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	0.00%	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic (HI)	21.25%	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year	1 percentage point increase from the prior year
African American (AA)	2.33%	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year	3 percentage points increase from the prior year
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #11: EL students will make annual progress in learning English as measured by the ELPAC.

Metric/Method for Measuring: Percentage of ELs who increased at least one English Learner Progress Indicator (ELPI) Performance Level (PL) or who maintained ELPI PL 4 (ELP) between prior and current year (Source: CA School Dashboard)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
English Learners	38.9%	≥ 50.0%	≥ 50.0%	≥ 50.0%	≥ 50.0%	≥ 50.0%

Outcome #12: EL students will be reclassified annually.

Metric/Method for Measuring Percentage of ELs reclassified to Fluent English Proficient (RFEP) annually (*Source: CDE DataQuest*).

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
English Learners	13.3%	≥ 10.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%

GOAL #3

INNOVATION: All students will have access to a well-rounded, 21st century education that supports their readiness for college and the global world under our second core pillar of Innovation. Each student will become an independent, innovative scholar by practicing *Creativity* and *Adaptability* in their learning, using technology and data-driven online learning, and demonstrating high-quality learning outcomes in myriad ways.

Related State Priorities:

- 1 4 7
- 2 5 8
- 3 6

Local Priorities:

- :
- :

Specific Annual Actions to Achieve Goal

1. College/Career readiness programs and activities

- Charter School will offer individual graduation plans, outlining the classes students will take during their high school years. Students will be provided credit recovery opportunities and individualized support to ensure timely high school graduation.
- Charter School will offer Advisory and College Readiness classes and activities to support our students in the areas, including, but not limited to, college planning and career exploration, college application and financial aid submission.
- Charter School will provide students with opportunities to take Advanced Placement (AP) courses based on student needs and interests. Charter School will promote a college-going culture through dual and concurrent enrollment, AP courses, college visits, college/career days, and other college related activities.
- Charter School will explore CTE options to provide students with opportunities to explore a career theme of interest while learning a set of technical and employability skills that integrate into or complement their academic studies.

2. STEM and GATE programs

- Charter School will offer STEAM and GATE programs and activities, including Accelerated/Advanced Math courses and clubs.
- Students will be provided opportunities during the day and after school to create or demonstrate a STEAM focused project, experiment, model or demo. We will also provide information and access to quality out-of-school STEM activities and achievements.
- With CA Science Framework and NGSS integration, all our students will learn about engineering design, technology, and applications of science as part of their core classes.
- Charter School will design and implement computer science and engineering-related courses and activities.
- Gifted and talented students and students achieving above grade level will be engaged in all classes as teachers differentiate curriculum through adjustments of content through depth, complexity, and pacing. Emphasis will be on innovation, critical thinking, and logical reasoning. Learners will be challenged to investigate, use problem-based learning, and research.

3. Digital literacy and citizenship programs

- Charter School will educate our students and staff in digital literacy so that they adapt, create, consume, and connect in productive, responsible ways to utilize technology in academic, social, and professional settings.
- Charter School will offer Computer/Digital Literacy classes and/or blended learning experiences for our students. Teachers will incorporate appropriate technology into lessons to support student learning and technology will be kept up to date. Students will be provided with opportunities to expand their literacy, computational, and communication skills with digital media; they

will be writing advanced essays, conducting internet research, engaging in data collection, presenting ideas and drawing conclusions.

- Charter School staff will teach and model safe, savvy, and social digital citizenship.

4. Physical education, activity, and fitness

- Charter School will provide students with physical education, using an age-appropriate, sequential PE curriculum consistent with state standards for PE.
- Students will be provided with periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week. To the extent practicable, Charter School will ensure that its grounds and facilities are safe, and that equipment is available to students to be active.
- Charter School will offer opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods such as physical activity/sports clubs, intramurals or interscholastic sports, etc. Charter School will adhere to the MPS Wellness Policy guidelines on physical education, activity, and fitness.

5. Additional programs and activities that support well-rounded education

- To provide well-rounded education to our students, Charter School will strive to offer additional programs such as elective courses, arts, music, civics, languages other than English (LOTE), clubs, etc.
- It is important that all our students, particularly unduplicated students, are provided with experiential learning opportunities, including but not limited to, instructional field trips, internships, community service programs, clubs, etc.
- Charter School teachers and other staff will offer after school clubs for enrichment in the areas of, including, but not limited to, STEM (science, technology, engineering, math), ELA, LOTE, culture, sports, visual and performing arts, community service, leadership, and others. In addition to these clubs, the Charter School’s Expanded Learning Opportunities Program (ELO-P) will support afterschool and summer enrichment programs in science, robotics, advanced math, academic competitions, journalism, college mentorship, and other areas.

Expected Annual Measurable Outcomes

Outcome #1: All students will have sufficient access to Accelerated and/or Advanced Math courses and/or Advanced Math clubs.

Metric/Method for Measuring: Percentage of students enrolled in an Accelerated and/or Advanced Math course and/or Advanced Math club (Source: Local Indicator Priority 7, SIS)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and All Statistically Significant Student Groups)	9%	≥ 10%	≥ 10%	≥ 10%	≥ 10%	≥ 10%

Outcome #2: All students will learn grade-level appropriate computer and tech-based skills through core learning (keyboarding, Office Suite, online research/safety, and blended learning programs), as well as specific computer and tech-related courses and clubs in secondary grades (coding, robotics, etc.)

Metric/Method for Measuring: Percentage of students in the current graduating class who have taken a Computer/Technology course and/or experienced blended learning in their program of study (Source: Local Indicator Priority 7, SIS)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and All Statistically Significant Student Groups)	94%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%

Outcome #3: All students will create or demonstrate a STEAM focused project, experiment, model, or demo.

Metric/Method for Measuring: Percentage of students who have created or demonstrated a STEAM focused project, experiment, model or demo in the current year (Source: Local Indicator Priority 7, SIS)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and All Statistically Significant Student Groups)	99%	≥ 80%	≥ 80%	≥ 80%	≥ 80%	≥ 80%

Significant Student Groups)						
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Outcome #4: Students graduating from MSA-3 will be “prepared for college and career” by earning a high school diploma and meeting at least one other criteria of the College and Career Indicator (CCI), i.e., meeting A-G requirements, earning College Credits, passing AP exams, taking dual enrollment college courses, receiving the State Seal of Bilingualism; Golden State Seal, etc.

Metric/Method for Measuring: Percentage of students in the current year College Career Indicator (CCI) who earned Prepared on the CCI (Source: CA School Dashboard)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	47.9%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%
Socioeconomically Disadvantaged (SED)	40.5%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%
English Learners (EL)	N/A	N/A	N/A	N/A	N/A	N/A
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic (HI)	48.4%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%
African American (AA)	50.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #5: Students graduating from MSA-3 will demonstrate college preparedness in ELA/Literacy pursuant to the Early Assessment Program (EAP)

Metric/Method for Measuring: Percentage of students who have demonstrated college preparedness pursuant to the Early Assessment Program (EAP), as measured by meeting or exceeding standard on the CAASPP-ELA/Literacy assessments in Grade 11 (Source: CDE DataQuest)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	56.60%	≥ 55.00%	≥ 55.00%	≥ 55.00%	≥ 55.00%	≥ 55.00%

Outcome #6: Students graduating from MSA-3 will demonstrate college preparedness in Mathematics pursuant to the Early Assessment Program (EAP)

Metric/Method for Measuring: Percentage of students who have demonstrated college preparedness pursuant to the Early Assessment Program (EAP), as measured by meeting or exceeding standard on the CAASPP-Mathematics assessments in Grade 11 (Source: CDE DataQuest)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and All Statistically Significant Student Groups)	5.45%	≥ 35.00%	≥ 35.00%	≥ 35.00%	≥ 35.00%	≥ 35.00%

Outcome #7: Students will be offered AP courses and AP course support to succeed on the AP exams.

Metric/Method for Measuring: Percentage of all AP exam takers in the current year with a score of 3 or higher (*Source: College Board*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	N/A	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%	≥ 55.0%

Outcome #8: Graduating seniors will have passed an AP exam with a score of 3 or higher.

Metric/Method for Measuring: Percentage of seniors who have passed an AP exam with a score of 3 or higher during their high school years (*Source: College Board*)

APPLICABLE STUDENT GROUPS	Baseline 2022-23	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	N/A	≥ 35.0%	≥ 35.0%	≥ 35.0%	≥ 35.0%	≥ 35.0%

Outcome #9: All students will have sufficient access to college courses through dual and concurrent enrollment.

Metric/Method for Measuring: Percentage of seniors who have completed at least two semesters of college coursework with a grade of C minus or better in academic/CTE subjects where college credit is awarded (*Source: CA School Dashboard, SIS*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	37.5%	≥ 35.0%	≥ 35.0%	≥ 35.0%	≥ 35.0%	≥ 35.0%

Outcome #10: All students will successfully complete courses that satisfy the requirements for entrance to the UC/CSU.

Metric/Method for Measuring: Percentage of cohort graduates who have successfully completed courses that satisfy the requirements for entrance to the UC/CSU (*Source: CA School Dashboard, CDE DataQuest, CALPADS*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	75.6%	≥ 90.0%	≥ 90.0%	≥ 90.0%	≥ 90.0%	≥ 90.0%

Outcome #11: Students will be offered courses that satisfy the requirements for Career Technical Education (CTE) sequences or programs of study that align with state board-approved career technical education standards and frameworks.

Metric/Method for Measuring: Percentage of cohort graduates who have successfully completed courses that satisfy the requirements for CTE sequences or programs of study that align with state board-approved CTE standards and frameworks (*Source: CA School Dashboard, CALPADS*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	0.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%

Outcome #12: All students will successfully complete courses that satisfy the requirements for entrance to the UC/CSU and be offered courses that satisfy the requirements for Career Technical Education (CTE) sequences or programs of study that align with state board-approved career technical education standards and frameworks.

Metric/Method for Measuring: Percentage of cohort graduates who have successfully completed both types of courses: courses that satisfy the requirements for entrance to the UC/CSU and courses that satisfy the requirements for CTE sequences or programs of study that align with state board-approved CTE standards and frameworks (Source: CA School Dashboard, CALPADS)						
APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	0.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%	≥ 10.0%

GOAL #4	
CONNECTION: All students, families, staff, and other educational partners will experience our third core pillar, <i>Connection</i>, and have access to meaningful engagement opportunities that help cultivate <i>Effective Communication</i> and <i>Global Citizenship</i> in a safe and nurturing environment. Educational partners will feel a sense of community and connectedness.	Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :

Specific Annual Actions to Achieve Goal

- 1. Seeking family input for decision making**
- Charter School will build the capacity of and support administrators, teachers and staff to build the capacity of and support family members to effectively engage in advisory groups and decision-making.
 - Charter School will provide all families with opportunities to provide input on policies and programs and implement Community School strategies to reach and seek input from any underrepresented groups in the school community. Some periodic information/input sessions for families include, but are not limited to, Board of Directors meetings, Parent Advisory Committee (PAC) meetings, English Learner Advisory Committee (ELAC) meetings, Parent Task Force (PTF) meetings, and Coffee with the Principal meetings.
- 2. Building relationships and partnerships with families for student outcomes**
- Charter School will develop the capacity of staff to build trusting and respectful relationships with families and create welcoming environments for all families in the community. Our staff will learn about each family's strengths, cultures, languages, and goals for their children.
 - We will promote participation in activities/events, including Student/Parent Orientation, Back to School Night, and parent conferences.
 - Charter School will provide parents with access to course materials, homework assignments, projects, and records of students' grades through our SIS. Charter School will communicate further with the parents of students who are performing below grade level.
 - Our teachers, administrators, and classified staff will visit students at their homes to discuss student progress and enhance student learning and involvement.
 - Charter School will schedule annual workshops for parents as well as additional workshops for parents of EL and immigrant students. Topics to be covered include, but are not limited to, the school's EL Master Plan, stages of language acquisition, state testing, college application, using SIS to check student progress, study habits, and family literacy.
 - Charter School will use a variety of communication channels to connect with families in a language that is understandable and accessible to them. A parent communication software will be utilized for voice and text communications, email, and push notifications. We will provide language translators at parent meetings to the extent practicable.
- 3. MTSS - PBIS and SEL support**
- Charter School will provide a safe, nurturing, and engaging learning environment for all our students and families. Academic and social-emotional support will be provided to address student needs as well as instructional materials including free uniforms.
 - Charter School will offer a SEL/Life Skills program that provides students with valuable skills to support academic excellence and social skill development.

- We will annually assess our suspension/expulsion policies and procedures and implement alternatives to suspension/expulsion, including restorative practices.
- Teachers will establish classroom management procedures, foster positive relationships, and help create an atmosphere of trust, respect, and high expectations.
- Charter School will implement a positive and equitable student responsibility and behavior system with teaching, intervention and prevention strategies and protocols that are clear, fair, incremental, restorative, and culturally responsive.
- Charter School will celebrate student and school achievements and organize recognition assemblies and other schoolwide culture-building activities.
- Charter School will inform parents and students of attendance policies specified in the Student/Parent Handbook and encourage and support student attendance.

4. Annual educational partner surveys

- Charter School will annually administer school experience surveys to students, families, and staff. Our staff will analyze the survey results to identify the greatest progress and needs to inform our next steps.

5. Community outreach and partnerships

- Charter School will establish community, business, institutional and civic partnerships that invest in and support the vision and goals of the school.
- School staff will participate in local activities that engage community members and staff in communicating school successes to the broader community.
- Charter School will secure community support to sustain existing resources and add new resources that address emerging student needs.
- Charter School leadership will actively develop relationships with a range of educational partners, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education.

Expected Annual Measurable Outcomes

Outcome #1: Charter School will hold Parent Advisory Committee (PAC) meetings

Metric/Method for Measuring: Number of Parent Advisory Committee (PAC) meetings per year (*Source: Local Indicator Priority 3*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	7	≥ 8	≥ 8	≥ 8	≥ 8	≥ 8

Outcome #2: Charter School will hold English Learner Advisory Committee (ELAC) meetings.

Metric/Method for Measuring: Number of English Learner Advisory Committee (ELAC) meetings per year (*Source: Local Indicator Priority 3*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
English Learners	2	≥ 4	≥ 4	≥ 4	≥ 4	≥ 4

Outcome #3: Charter School will develop the capacity of staff to build trusting and respectful relationships with families and create welcoming environments for all families in the community and promote participation in activities/events, including Student/Parent Orientation, Back to School Night, and parent conferences.

Metric/Method for Measuring: Number of activities/events for family engagement per year (*Source: Local Indicator Priority 3*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	22	≥ 20	≥ 20	≥ 20	≥ 20	≥ 20

Outcome #4: Charter School’s teachers will conduct home visits of students who are new to the school, seniors, students in the MTSS process or other identified needs, with visits tracked by the MTSS and administrators.

Metric/Method of Measuring: Percentage of students who have been home visited by the teachers per year (*Source: Local Indicator Priority 3, SIS*).

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	13.6%	≥ 15.0%	≥ 15.0%	≥ 15.0%	≥ 15.0%	≥ 15.0%

Outcome #5: Charter School will maintain a high average daily attendance (ADA) rate.

Metric/Method for Measuring: Average Daily Attendance (ADA) Rate (*Source: P-2 report, SIS*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24 (P-2 ADA)	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	91.95%	≥ 92.00%	≥ 92.00%	≥ 92.00%	≥ 92.00%	≥ 92.00%

Outcome #6: Charter School will maintain a low chronic absenteeism rate.

Metric/Method for Measuring: Chronic Absenteeism Rate (*Source: CA School Dashboard, SIS*)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	27.3%	≤ 22.0%	≤ 21.0%	≤ 20.0%	≤ 19.0%	≤ 18.0%
Socioeconomically Disadvantaged (SED)	31.4%	≤ 26.0%	≤ 24.0%	≤ 22.0%	≤ 20.0%	≤ 18.0%
English Learners (EL)	N/A	N/A	N/A	N/A	N/A	N/A
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	20.8%	≤ 20.0%	≤ 20.0%	≤ 19.0%	≤ 19.0%	≤ 18.0%
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	46.7%	≤ 35.0%	≤ 30.0%	≤ 27.0%	≤ 24.0%	≤ 20.0%
Hispanic (HI)	22.2%	≤ 20.0%	≤ 20.0%	≤ 19.0%	≤ 19.0%	≤ 18.0%
African American (AA)	33.0%	≤ 26.0%	≤ 24.0%	≤ 22.0%	≤ 20.0%	≤ 18.0%
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #7: Charter School will maintain a low middle school dropout rate.

Metric/Method for Measuring: Middle school dropout rate (*Source: CALPADS*).

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Middle School Students (Schoolwide and all statistically significant student groups)	0.00%	≤ 2.0%	≤ 2.0%	≤ 2.0%	≤ 2.0%	≤ 2.0%

Outcome #8: Charter School will maintain a low high school dropout rate.

Metric/Method for Measuring: High school dropout rate.

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All High School Students (Schoolwide and all statistically significant student groups)	4.2%	≤ 2.0%	≤ 2.0%	≤ 2.0%	≤ 2.0%	≤ 2.0%

Outcome #9: Charter School will maintain a high graduation rate.

Metric/Method for Measuring: Graduation Rate (Source: CA School Dashboard, CALPADS)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	93.9%	≥ 95.0%	≥ 95.0%	≥ 95.0%	≥ 95.0%	≥ 95.0%
Socioeconomically Disadvantaged (SED)	93.0%	≥ 95.0%	≥ 95.0%	≥ 95.0%	≥ 95.0%	≥ 95.0%
English Learners (EL)	N/A	N/A	N/A	N/A	N/A	N/A
Long-Term English Learners (LTEL)	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities (SWD)	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth (FY)	N/A	N/A	N/A	N/A	N/A	N/A
Homeless (HOM)	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic (HI)	93.8%	≥ 95.0%	≥ 95.0%	≥ 95.0%	≥ 95.0%	≥ 95.0%
African American (AA)	N/A	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #10: Charter School will maintain a low student suspension rate.

Metric/Method for Measuring: Student Suspension Rate (Source: CA School Dashboard, CALPADS)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	2.2%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%
Socioeconomically Disadvantaged (SED)	2.4%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%
English Learners (EL)	8.3%	≤ 5.0%	≤ 4.0%	≤ 3.0%	≤ 3.0%	≤ 2.5%
Long-Term English Learners (LTEL)	8.7%	≤ 5.0%	≤ 4.0%	≤ 3.0%	≤ 3.0%	≤ 2.5%
Students with Disabilities (SWD)	5.3%	≤ 5.0%	≤ 4.0%	≤ 3.0%	≤ 3.0%	≤ 2.5%
Foster Youth (FY)	16.7%	≤ 10.0%	≤ 8.0%	≤ 6.0%	≤ 4.0%	≤ 2.5%
Homeless (HOM)	4.5%	≤ 4.0%	≤ 3.5%	≤ 3.0%	≤ 3.0%	≤ 2.5%
Hispanic (HI)	1.3%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%

African American (AA)	3.9%	≤ 3.5%	≤ 3.5%	≤ 3.0%	≤ 3.0%	≤ 2.5%
American Indian or Alaska Native (AI)	N/A	N/A	N/A	N/A	N/A	N/A
Asian (AS)	N/A	N/A	N/A	N/A	N/A	N/A
Filipino (FI)	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander (PI)	N/A	N/A	N/A	N/A	N/A	N/A
White (WH)	N/A	N/A	N/A	N/A	N/A	N/A
Two or More Races (MR)	0.0%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%	≤ 2.5%

Outcome #11: Charter School will maintain a low student expulsion rate.

Metric/Method for Measuring: Student Expulsion Rate (Source: CDE DataQuest, CALPADS)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide)	0.00%	≤ 0.50%	≤ 0.50%	≤ 0.50%	≤ 0.50%	≤ 0.50%

Outcome #12: Charter School will maintain high approval rates in the school experience surveys of students, families, and staff.

Metric/Method for Measuring: School experience survey "average approval rates" based on the responses of our students, families, and staff to all questions on the survey in the following topics: climate of support for academic learning; knowledge and fairness of discipline, rules, and norms; safety; and sense of belonging (school connectedness) (Source: Local Indicator Priority 6, Panorama Education)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	Students: 63%	≥ 65%	≥ 65%	≥ 65%	≥ 65%	≥ 65%
	Families: 96%	≥ 95%	≥ 95%	≥ 95%	≥ 95%	≥ 95%
	Staff: 74%	≥ 80%	≥ 80%	≥ 80%	≥ 80%	≥ 80%

Outcome #13: Charter School will maintain high satisfaction rates in the school experience surveys of students, families, and staff.

Metric/Method for Measuring: School experience survey "overall satisfaction rates" based on the responses of our students, families, and staff to the question, "Overall, I am satisfied and would recommend this school to other students/parents/educators." (Source: Local Indicator Priority 6, Panorama Education)

APPLICABLE STUDENT GROUPS	Baseline 2023-24	2025-26	2026-27	2027-28	2028-29	2029-30
All Students (Schoolwide and all statistically significant student groups)	Students: 70%	≥ 75%	≥ 75%	≥ 75%	≥ 75%	≥ 75%
	Families: 94%	≥ 95%	≥ 95%	≥ 95%	≥ 95%	≥ 95%
	Staff: 73%	≥ 85%	≥ 85%	≥ 85%	≥ 85%	≥ 85%

GOALS FOR ENABLING PUPILS TO BECOME AND REMAIN SELF-MOTIVATED, COMPETENT, AND LIFELONG LEARNERS

The MSA-3 program prepares students to be productive, innovative, and responsible individuals for success through middle and high school, as well as post-secondary school and meaningful careers, by providing a rigorous standards-based program through integrated math, science, and technology themes. The inquiry-based hands-on instructional approach not only teaches young students to “learn to learn” but also prepares them for success in the pursuit of future STEAM careers and interests in upper grades.

Based on Delors’ (1996) four ‘pillars’ of education for the future,¹⁰¹ MSA-3 believes lifelong learning is broadly defined as: learning that is flexible, diverse, and available at different times and in different places. Lifelong learning crosses sectors, promoting learning beyond traditional schooling and throughout adult life (i.e., post-compulsory education). At MSA-3, we seek to develop diverse learning habits in our students:

Learning to know – mastering learning tools rather than acquisition of structured knowledge

Learning to do – becoming equipped for the types of work needed now and in the future, including innovation and adaptation of learning to future work environments

Learning to live together, and with others – peacefully resolving conflict, discovering other people and their cultures, fostering community capability, individual competence and capacity, economic resilience, and social inclusion

Learning to be – through education, developing holistically: mind and body, intelligence, sensitivity, aesthetic appreciation, and spirituality.

MSA-3 aims to instill creativity, initiative and responsiveness in our students, thereby enabling them to show adaptability in post-industrial society through enhancing skills to manage uncertainty, communicate across and within cultures, subcultures, families and communities, and negotiate conflicts.

INSTRUCTIONAL DESIGN

CURRICULAR AND INSTRUCTIONAL DESIGN OF THE EDUCATIONAL PROGRAM: KEY EDUCATIONAL THEORIES AND RESEARCH

As described above, MPS’s anchor core values of **Excellence**, **Innovation**, and **Connection**, which permeate all school activities, have inspired six competencies we consider essential for success in college and 21st century careers: literacy with a learner’s mindset; critical thinking; creativity; effective communication; adaptability; and global citizenship. MPS’ instructional program is rooted in academic rigor and aligned with the California Common Core State Standards (CA CCSS), Next Generation Science Standards (NGSS) and the framework for instructional design, all of which drive lesson plans and the assessment of student, teacher, and staff achievement. The means by which students master these content standards, as well as our six competencies and three anchor core values, are detailed below.

¹⁰¹ Delors, J. (1996) Learning: The treasure within Report to UNESCO of the International Commission on Education for the Twenty-first Century, UNESCO

EXCELLENCE • Literacy w/Learner Mindset • Critical Thinking	INNOVATION • Creativity • Adaptability	CONNECTION • Effective Communication • Global Citizenship
<ul style="list-style-type: none"> ▪ Integrated, Engaged Learning Approaches <ul style="list-style-type: none"> ▪ Constructivist/Experiential Learning ▪ Project-Based Learning ▪ Culturally and Linguistically Responsive Teaching ▪ Blended (Tech-Based) Learning ▪ Advanced Learning Opportunities ▪ College and Career Prep <ul style="list-style-type: none"> ▪ Individual Graduation Plans ▪ Dual Enrollment ▪ College Tracking and Mentorship ▪ Alumni Support/Tracking 	<ul style="list-style-type: none"> ▪ STEAM Focus <ul style="list-style-type: none"> ▪ STEAM Interdisciplinary Learning ▪ STEAM-Related Field Trips ▪ Local and National Competitions (Science Fairs, Robotics) ▪ Personalized Learning with Flexible Supports, a Multi-Tiered System of Supports (“MTSS”) Model <ul style="list-style-type: none"> ▪ Universal Design for Learning and Differentiated Instruction ▪ Data-Driven Personalization ▪ Portfolio Module with Learning Targets ▪ Expanded Learning Time 	<ul style="list-style-type: none"> ▪ Community Schools/Whole Child Approach <ul style="list-style-type: none"> ▪ Social-Emotional Learning (“SEL”) and Character Education ▪ PBIS/Trauma-Informed Approach ▪ Home-School Connection ▪ Community Partnerships to Support Students and Families ▪ Global Focus <ul style="list-style-type: none"> ▪ World Languages ▪ International Visits, Trips, Speakers ▪ Community Service and Volunteerism

INSTRUCTIONAL DESIGN COMPONENTS: EXCELLENCE

EXCELLENCE • Literacy w/Learner Mindset • Critical Thinking
<ul style="list-style-type: none"> ▪ Integrated, Engaging Learning Approaches <ul style="list-style-type: none"> ▪ Constructivist/Experiential Learning ▪ Project-Based Learning ▪ Culturally and Linguistically Responsive Teaching ▪ Blended (Tech-Based) Learning ▪ Advanced Learning Opportunities ▪ College and Career Prep <ul style="list-style-type: none"> ▪ Individual Graduation Plans ▪ Dual Enrollment ▪ College Tracking and Mentorship ▪ Alumni Support/Tracking

Integrated, Engaging Learning Approaches

In order to ensure all students, across all grades, master core content instruction in a meaningful way, MSA-3 utilizes a variety of key instructional approaches. Drawing inspiration from influential works such

as Alan Blankstein's *Failure Is Not an Option*,¹⁰² Dr. Robert Marzano's *Classroom Management That Works*,¹⁰³ Carol Ann Tomlinson's *How To Differentiate Instruction In Mixed-Ability Classrooms*,¹⁰⁴ Doug Lemov's *Teach Like A Champion*,¹⁰⁵ Zaretta Hammond's *Culturally Responsive Teaching and The Brain*,¹⁰⁶ and incorporating principles of Universal Design for Learning (“UDL”), MTSS, techniques from the “Get Better Faster” framework, and placing a heightened focus on Social-Emotional Learning (“SEL”), mental and emotional health, and trauma-informed practices, our faculty is exceptionally equipped with evidence-based strategies for effective teaching. (Blended learning strategies are discussed in the section below, *Effectively Integrating Technology into Learning and Teaching*.)

Constructivist/Experiential Learning

Like many – if not most – educators in California today, we believe “learning is an active, contextualized process of constructing knowledge rather than acquiring it” and that “learners continuously test [their] hypotheses through social negotiation . . . bring[ing] past experiences and cultural factors to a situation.”¹⁰⁷ Extensive research supports the effectiveness of active learning, “particularly in improving the achievement level of the lowest-performing students and minorities.”¹⁰⁸ Active learning can take on many forms, but the common thread is that students are not simply sitting listening to a teacher lecture. Instead, true mastery of content best occurs when students are given the means to explore, question, solve problems, reflect, make mistakes, try again and demonstrate their knowledge.¹⁰⁹ The more actively engaged students are in the learning process, the more effectively they understand and retain concepts and skills that are delineated in the State Standards, and even more importantly, the better equipped they are to handle the challenges of the future.

A discussion of our implementation of experiential/constructivist learning of Magnolia Public Schools is included under the next section on Project Based Learning.

Project Based Learning (“PBL”)

MSA-3 integrates Project Based Learning across all our grade levels. PBL is a pedagogical approach that empowers students to learn through active engagement in real-world, meaningful projects. Through project-based learning, students are better able to master creativity and critical higher order thinking as well as an inquisitive attitude, sensitivity to alternative points of view and to ethical issues, an enlarged perspective and more original and unconventional thinking.¹¹⁰ Through PBL, students are motivated to research, create, invent, inquire and question via hands-on projects that have meaning and relevance for them in their daily lives. PBL capitalizes on the natural curiosities and methods of exploring the world

¹⁰² Blankstein, A. M. (2013). *Failure is not an option: 6 principles that advance student achievement in highly effective schools*.

¹⁰³ Marzano, R. J., Marzano, J. S., & Pickering, D. (2003). *Classroom management that works: Research-based strategies for every teacher*. Alexandria, Va: Association for Supervision and Curriculum Development.

¹⁰⁴ Tomlinson, C. A. (2001). *How to Differentiate Instruction in Mixed-Ability Classrooms*, 2nd Edition. (n.p.): ASCD.

¹⁰⁵ Lemov, D., & Atkins, N. (2010). *Teach like a champion: 49 techniques that put students on the path to college*.

¹⁰⁶ Hammond, Z., & Jackson, Y. (2015). *Culturally responsive teaching and the brain: Promoting authentic engagement and rigor among culturally and linguistically diverse students*.

¹⁰⁷ Learning Theories. Constructivism. www.learning-theories.com/constructivism.html. Access on: August 4, 2018.

¹⁰⁸ National Drop Out Prevention Center. Active Learning. <http://dropoutprevention.org/effective-strategies/active-learning/>. Accessed on August 4, 2018.

¹⁰⁹ Freire, P, 1972. *Pedagogy of the Oppressed*. New York: Penguin Books.

¹¹⁰ Sill, D. Integrative Thinking, Synthesis and Creativity in Interdisciplinary Studies. *The Journal of General Education*. 2001;50(4):288-311.

that students of all ages, even early elementary possess, as they gain self-awareness and learn how to learn.¹¹¹

PBL engages older students over longer periods of time, as they produce drafts, revise and reflect. PBL fosters cooperation among students, language development for English Learners as students collaborate and speak about what they are doing, and allows students to discover their areas of strength, ultimately helping engender a feeling of deep involvement or flow, substituting intrinsic for extrinsic motivation.¹¹² Perhaps most importantly, projects offer a proper venue in which to demonstrate the kinds of understandings that the student has (or has not) achieved in the course of the regular school curriculum.¹¹³

This methodology complements our STEAM focus, allowing students to apply their knowledge in practical, hands-on scenarios, and demonstrate their learning in myriad ways, rather than a traditional quiz or test. Through PBL, students develop problem-solving skills, collaboration, and a deep understanding of how their education relates to the world around them.

At MSA-3, students acquire knowledge by doing and experiencing learning through a hands-on, engaging project-based learning model that emphasizes critical thinking and problem-solving abilities crucial in today's global workforce. Our students at all our grade levels debate, create, build, express, refine and demonstrate their learning in active ways throughout the day, working both collaboratively and individually. Students also express themselves via myriad arts and enrichment offerings, clubs and at the secondary level, interscholastic ("CIF") sports.

We place a robust emphasis on integrating the curriculum through cross-disciplinary learning daily. Teachers are dedicated to making learning not only relevant and engaging but also emotionally supportive through a constructivist, project-based approach. This involves frequent connections to real-world applications, incorporating inquiry, research, reflection, problem-solving, and critical thinking into our instructional methods. As students master content, they are concurrently guided in developing essential learning skills. Our instruction is deeply rooted in thematic integrated approaches, incorporating application of mastered knowledge and skills through projects that draw from ELA, science, math, history, the arts, computer/technology, and more. Our interactive and collaborative approach ensures that assignments are meaningful, engaging, and concepts are authentic. Throughout our holistic program we strive to develop students' capacity for success not just academically but also in the various "soft skills," habits and attributes that will best prepare them for adult life.

This type of active, engaged approach to learning has been shown to be successful across gender, ethnicity, and economic groups. It is well-established that a constructivist/project-based approach to learning increases student engagement, particularly among at-risk or "different" learners. By embracing projects and hands-on learning, in addition to other personalized instructional strategies such as blended learning, our students are able to make real connections between subjects and deepen their understanding of standards-based skills and content. More importantly, students are able to develop and apply problem-solving, critical and creative thinking, communication, collaboration, and other

¹¹¹ Freire, P. 1972. *Pedagogy of the Oppressed*. New York: Penguin Books.

¹¹² Csikszentmihalyi, M. Flow: The Psychology of Optimal Experience. *Journal of Leisure Research*. 1990;24(1):93-94.

¹¹³ Gardner, H. *Multiple Intelligences: New Horizons*. Completely rev. and updated. New York: BasicBooks, 2006.

crucial skills in a variety of contexts, helping them gain confidence in their own abilities and the possibilities for their own futures, motivating them to persist in their education.

Culturally and Linguistically Responsive Teaching (“CLRT”)

We embrace CLRT principles, inspired by Zaretta Hammond's work.¹¹⁴ CLRT acknowledges the cultural and linguistic diversity of our student body and seeks to create an inclusive learning environment that honors and values each student's background. By integrating CLRT principles into our teaching practices, we aim to cultivate a culturally responsive classroom where every student feels seen, heard, and respected. Along with improving academic achievement, this teaching approach supports students of color in maintaining and deepening identity and connections with their ethnic groups and communities. CLRT also helps develop a sense of personal efficacy, building positive relationships and shared responsibility while they acquire an ethic of success that is compatible with cultural pride.¹¹⁵ Students that come from a cultural background that is different from the mainstream culture encounter difficulties when the curricula do not represent their history, culture, or background in any way, shape, or form. Therefore, discovering their own history and culture in the curricula is important for students to maintain personal perceptions of competence and positive school socialization.¹¹⁶

Our CLRT practices embrace four fundamental principles when infusing students' history and culture into the curricula:

- Language is an integral part of one's identity and culture
- The dignity of a person is not guaranteed unless the dignity of her or his people is preserved
- The unique history, culture, and language of each student must be recognized and respected
- Teaching methodology must accommodate the culture and language of the student.

Blended (Tech-Based) Learning

At MSA-3, every teacher has access to dedicated computers and interactive display screens in their classrooms along with wireless network access to prepare teaching activities such as class documentary movies, presentations, and more, as well as facilitating student use of technology in their learning. Students across all grades at MSA-3 develop their ability to use technology as a tool for learning, research, observation, and communication. The school has a one-to-one ratio of technology to students thanks to Chromebooks and use digital curriculum and assessments as an integral part of learning.

MSA-3 also encourages parents' active use of the school's technology resources by offering free tutorial sessions on how to track their student's performance using our student information system, Infinite Campus, and providing computer access to all parents who have either limited or no access to a computer outside of school.

Blended/Online Learning

¹¹⁴ Hammond, Z., [*Culturally Responsive Teaching and The Brain: Promoting Authentic Engagement and Rigor Among Culturally and Linguistically Diverse Students*](#) (2014).

¹¹⁵ <https://www.accelerated.org/wp-content/uploads/2023/01/EL-Master-Plan-2022-2023-WAHS.pdf>

¹¹⁶ Brown, J. C. (2017). A metasynthesis of the complementarity of culturally responsive and inquiry-based science education in K-12 settings: Implications for advancing equitable science teaching and learning. *Journal of Research in Science Teaching*, 54(9): 1143-1173.

“Blended”/online learning includes a variety of standards-aligned, online, interactive programs, enabling students to master core content at their own pace. In addition to our McGraw-Hill curriculum the following are additional online programs that supplement our curriculum: Renaissance Learning, IXL, BrainPOP, Khan Academy, PLTW, and online typing programs. During intervention, teachers will use online curricula with embedded assessments that provide review, re-teach and enrichment programs. McGraw Hill and HMH publishers’ resources such as: Into Math, Inspire Science, Accelerated Reader, California Reading Wonders, and California Wonders My Language Book.

Resources such as IXL, Khan Academy, Accelerated Reader program, and English 3D allow teachers to monitor the progress of students who are achieving below grade level and provide software-generated tests and personalized instructional materials. Teachers can assign novels and projects to their classes as well.

Tech Fluency

To ensure all students develop critical 21st century technology fluency, highly trained faculty lead engaging, grade-level appropriate instruction in technology skills. The program enables students to personalize their learning practices and integrate all subjects in project-based learning in a fun and meaningful way. This unique program includes technology curriculum and tech-integrated projects in core classes that require higher order learning and improving critical thinking skills. Dedicated tech-based courses that provide technology tools necessary in the 21st century (keyboarding, document processing and storage, internet research, etc.) are used to develop critical skills that help students gain acceptance to and graduate from a 4-year university with a STEAM major.

Advanced Learning Opportunities

Advanced learning opportunities begin early in the MPS model, with Gifted and Talented (“GATE”) testing provided to 6th and 9th graders. Students have the opportunity to participate in enrichment activities that are generally scheduled during non-instructional time. MPS also provides parents with a resource manual for extracurricular activities that are available at no cost or low cost to our families.

In middle school, accelerated pathways are available to all students. In high school, students are provided with a myriad of advanced and AP course selections, as well as dual enrollment courses. Before- and after-school enrichments include computer skills, visual and performing arts, and clubs such as Robotics, Science Olympiad and more. Individualized scheduling includes early identification of learning styles, personalities, interests. In high school grades, individual scheduling includes the 4-Year Plan and college and career readiness. MPS refers extraordinary students to high interest summer enrichment programs such as JPL, John Hopkins Institute, and Disney.

College and Career Prep

MSA-3 upholds the belief that a college degree is attainable for everyone through academic success and persistence, along with careful preparation and support. MPS’ comprehensive College and Career Readiness Program is designed to provide each of our graduates with the information, support and preparation they need to graduate college- and career-ready. Beyond academic skills and content knowledge, our “whole child” approach ensures that our students have the information and “life skills” they need to thrive in a modern world, including crucial knowledge about *themselves*, how they learn and best approach problem-solving, stress management techniques, time management skills and so much more.

Utilizing UC Berkley’s Center for Education Partnerships’ *Kinder-12th Grade Student College Knowledge Curriculum*, (and companion materials for parents/guardian education), MSA-3 provides students each year with developmentally appropriate, interactive, themed lessons that build on each other throughout the year, increasing in depth and vigor.

Berkeley Center for Educational Partnerships

Home ▾ CEP Programs ▾ Products & Services ▾ Resource Directory ▾ Year in Review ▾

Home » Products & Services » College Knowledge Curriculum » Kinder-12th Grade Student College Knowledge Curriculum

Kinder-12th Grade Student College Knowledge Curriculum

PRODUCTS & SERVICES

- ▶ College Advising Online Courses
- ▶ **College Knowledge Curriculum -**
 - ▶ **Kinder-12th Grade Student College Knowledge Curriculum**
 - ▶ Kinder-12th Grade Parent/Family Curriculum
- ▶ College Advising Professional Development Webinars
- ▶ Training, Consultation, and Coaching
- ▶ Cradle to Career (C2C) Data System

Student College Knowledge Curriculum

Curriculum Overview

While much of the curriculum is general in nature, it is designed for students in California.

- 25-minute lessons designed for use in any setting (i.e., advisory, homeroom, classroom, after-school, summer program, etc.).
- Developmentally appropriate, interactive, and easy-to-implement lessons and activities.
- Based on a college-going framework to increase college and career readiness by fostering college aspirations, teaching college knowledge, and supporting the college planning process.
- Themes organize lessons, build on each other throughout the year, and increase depth and rigor.
- Lessons and materials are updated every summer to include up-to-date information and resources.
- K-5th grade lessons are aligned to Common Core, ELD, and Social-Emotional Learning competencies.
- K-5th grade curriculum includes post-student activities to assess learning.
- The 6th-12th grade curriculum includes pre and post-student surveys to assess learning.
- The curriculum includes lesson plans, handouts, presentations (when needed), and optional extension activities.
- When you purchase the curriculum, you will have 30 days to download all materials in PDF format. The PowerPoint Presentations, however, are not in PDF, allowing you to modify them as needed.

The curriculum is revised annually to update resources and reflect admission and financial aid policy changes.

Source: <https://cep.berkeley.edu/products-services/college-knowledge-curriculum/kinder-12th-grade-student-college-knowledge>

As detailed in a screenshot of their website (taken 1/26/2024), the 6th-12th grade curriculum includes pre- and post-student surveys to assess learning. According to the Center for Education Partnerships, “Professor Patricia McDonough of UCLA has identified nine critical interrelated elements that together help schools build and strengthen a college-going culture. These nine elements are:

- College Talk
- Clear Expectations
- Information and Resources
- Comprehensive Counseling Model
- Testing and Curriculum
- Faculty Involvement
- Family Involvement
- College Partnerships

- Articulation.”¹¹⁷

We invite a college administration officer to talk about various colleges, and real professionals to talk about their fields of expertise. In middle school, students write a dream college letter, detailing why they like the school and why it would be a good fit. Students also research the average Grade Point Average (“GPA”) and SAT/ACT scores, among other requirements. By providing timely information and guiding students through the college application process, College Advisors in grades 9-12 (MSA-3 teachers paid stipends, trained by the College Counselor and MPS Home Office staff) play an integral role in nurturing students’ college aspirations by supporting college preparation activities, researching and identifying best-fit colleges, universities and career programs, and advising students on how to make successful transitions from high school to their colleges of choice. We also take field trips to colleges and universities starting in middle school.

Individual Graduation Plans

A distinguishing feature of the MPS College and Career Readiness Program is the active participation of our students in the development and design of their future academic pathways. Our advisors work individually with parents and students on a Four-Year Plan that outlines graduation requirements, tracks extracurricular and volunteer activities, and builds students’ resumes in order to support them in the college application process. This plan is created in 9th grade and monitored continually, with a formal update on an annual basis.¹¹⁸

Dual Enrollment

MSA-3 offers dual enrollment courses in partnership with LA Harbor College, a California community college. The mission and vision of this program is to give all students a viable, approachable opportunity to earn a significant amount of transfer credits toward a postsecondary degree (Associate or Bachelor’s), or CTE certification. The program is aimed to increase postsecondary matriculation and graduation rates for MSA-3’s underserved populations by providing a comprehensive, and supportive dual credit program to all students.

The structure of the program is as follows:

- Students take in-person college courses on MSA-3’s campus to earn up to 40 Intersegmental General Education Transfer Curriculum (“IGETC”) transfer credits, during the school day, before their graduation.¹¹⁹
- Students can earn dual, weighted high school credit towards their HS diploma in addition to transferable college credits.
- School leaders and counselors examine and update practices to ensure access, inclusion, and equity by providing all students with dual enrollment opportunities by aligning master and bell schedules, and school calendars as appropriate.

¹¹⁷ <https://cep.berkeley.edu/home/about-cep/college-going-culture>

¹¹⁸ Students that are interested in entering the workforce directly after high school are supported by the college counselor in career exploration and planning activities, as well as through dual enrollment certificates provided by local colleges. Special programming is offered to students to develop interests and build skills needed for credentialing and certification for specific trades. Each student would develop a career plan in conjunction with their counselor and parent/guardian.

¹¹⁹ Where possible, students may have the opportunity to take college dual enrollment courses on nearby college campuses, such as Pierce College, with full support from MSA-3.

- MSA-3 can offer college courses for middle school students within the instructional day. This extended pathway supports student retention/recruitment and allows students to progress through a number of college courses before their graduation day.

College Mentorship and Tracking

To enrich college-going activities, College Advisors and students regularly visit college campuses, research requirements, and explore financial aid and scholarship options. As a part of the Four-Year Plan for all high school students, College Advisors track UC/CSU A-G requirement completion and credits completed towards graduation with students and their families. Additionally, for individual students, they track and discuss scholarship eligibility, scholarship applications, financial aid applications including the Free Application for Federal Student Aid (“FAFSA”) and the California Dream Act Application (“CADAA”), Personal Statements, progress towards college application submission, and more. MSA-3 also provides grade-level College-Prep courses (College Readiness 11/AB and College Readiness 12 A/B), in addition to hosting career development workshops, such as internships, resume building, and more.

Additionally, MSA-3 plans to invest in monitoring the postsecondary pathways of its graduates including the transfer, persistence, and completion trends across the spectrum of institutions including 4-year universities, 2-year colleges, trade/technical schools, and the military. This data will be monitored in partnership with the Home Office and supported via our MPS-wide Alumni Success Team.

Alumni Support and Tracking

As students graduate from MSA-3, MSA-3 has (and recruits as needed) staff members that receive additional stipends to be Alumni Success coaches to support students after graduation. This takes the form of structured data-gathering and mentoring conversations with alumni throughout their first four years after graduation. Coaches check with students about needs and status in the areas of financial aid, academics, housing, and job searching with the aim that they connect students to resources at the college or nearby social services as needed. The goal of this program is to increase college degree and certificate achievement rates by providing hands-on support to our graduates.

INSTRUCTIONAL DESIGN COMPONENTS: INNOVATION (INTRINSICALLY DRIVEN AND SELF-MOTIVATED)

INNOVATION
<ul style="list-style-type: none"> • Creativity • Adaptability
<ul style="list-style-type: none"> ▪ STEAM Focus <ul style="list-style-type: none"> ▪ STEAM interdisciplinary learning ▪ STEAM-related Field Trips ▪ Local and National Competitions (Science Fairs, Robotics) ▪ Personalized Learning with Flexible Supports, a Multi-Tiered System of Supports (MTSS) Model <ul style="list-style-type: none"> ▪ Universal Design for Learning and Differentiated Instruction ▪ Data-Driven Personalization ▪ Portfolio Module with Learning Targets ▪ Expanded Learning Time

STEAM Focus

STEAM Interdisciplinary Learning

A pivotal initiative in realizing the full potential of our students involves implementing a robust, comprehensive, and college-preparatory curriculum with a dedicated focus on **STEAM** (Science, Technology, Engineering, Arts, and Mathematics). Our commitment to **Science** education for 21st century learners spans all grades; science at MPS is introduced as early as TK. Science learning across grades 6-12 at MSA-3 grades immerses students in the scientific method and encourages them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from experiments they choose and create based on their interests. Our science instruction employs technology in laboratory explorations and experimentation. Teachers use Inspire Science through McGraw-Hill to further enrich our inquisitive and investigative thinkers.

Technology plays a central role in our instructional model, with a 1:1 student:computer ratio facilitated by laptops in each classroom, promoting effective blended learning strategies. Computer instruction/courses are offered at all levels and skills are further developed in after-school enrichments and extended learning time (another aspect of our model, detailed below). Students use a diverse range of resources, including Khan Academy, Project Lead the Way, BrainPOP, Coding/Gaming, Raspberry Pi, and HMH and McGraw-Hill materials, each providing engaging, developmentally-appropriate learning activities, including adaptive adjustments to meet students at their individual level, with repetition and practice, differentiated learning approaches, and different ways of expressing knowledge all aligned to grade-level content standards. Enrichment opportunities extend to robotics, and after-school clubs, emphasizing Engineering concepts as discussed below all are available to students during extended learning time, including Saturdays and intersessions.

Our Computer Science program fuels tech skills development, including programming and sequencing. Digital citizenship is introduced and embedded into the curriculum. Students are able to access class work, homework, and projects for all subjects through our McGraw-Hill curriculum. Computer simulations assist in expanding the number of lab opportunities in all grade levels. High school students are encouraged to take AP Computer courses such as AP Computer Science as early as 9th grade.

The **Engineering** design process is seamlessly incorporated at all our grade levels, aligning with the Next Generation Science Standards (“NGSS”), CA Science Framework, and our own STEAM emphasis. Students at each grade level engage in the engineering design process and practical applications of the learning process that include making design drafts or prototypes, testing, observing, *failing*, iterating, refining, and updating. As noted above, the journey into scientific and inquiry-based exploration commences with hands-on, engaging lessons in 6th grade, with teachers utilizing resources such as Inspire Science from McGraw-Hill, Project Lead the Way (“PLTW”) (see full description below) to nurture curiosity and investigative thinking through hands-on investigations and engagement. Science and enrichment learning time also include Khan Academy, BrainPOP, Coding/Gaming, Raspberry Pi, Learning.com, Code.org, GoGuardian, Kahoot, Quizziz. McGraw-Hill and many other programs include extension activities for students on, below, and above level. All of these are used with fidelity during the school day and during extended learning time.

In an effort to promote diversity and inclusivity, MSA-3 is committed to providing specialized programs to encourage and empower girls in engineering, including maintaining their engagement through middle grades and high school. These programs include mentorship initiatives, guest speaker series featuring successful women in STEAM fields, and targeted outreach efforts to ensure that all students, regardless of gender, feel supported and inspired to pursue careers in engineering.

Project Lead the Way (“PLTW”): To enhance our STEAM learning program, MSA-3 can integrate Project Lead the Way for our secondary students. PLTW’s proven, research-supported approach focuses on integrated, real-world learning that helps students become independent, confident problem solvers. (pltw.org.) Middle school students at MSA-3 can participate in PLTW Gateway, which explores coding and robotics, flight and space, and human body systems, introducing collaborative problem solving and allowing students to step into roles spanning the career landscape. At the high school level, our individual sites can decide which PLTW programs to offer, choosing from PLTW Engineering, Computer Science or Biomedical Science. Students can further explore their developed interests while continuing to delve deeper into novel and compounding topics.

Our commitment to **Arts** instruction across all 6-12 grade levels, aims to cultivate our students’ creativity, imagination, discipline and self-expression through drawing and visual arts, music, drama, improvisation and dance (collectively, “visual and performing arts,” or “VAPA”). Core classroom teachers in middle grades are encouraged to collaborate with VAPA instructors to embed VAPA across the curricula – but especially in Social Studies/History lessons -- in student projects, as well as direct instruction and exposure to the arts. For example, a lesson on Indigenous peoples of California might incorporate making drums, applying both visual art and music arts standards into social studies/history curriculum. Classroom activities may incorporate dances, musical instruments, short plays or story enactments and more to help bring lessons to life and provide students with a creative outlet. Teachers incorporate the arts across the curriculum so that our students gain exposure to all mediums of creativity, self-expression, and disciplines. Starting in middle grades and through high school, students select from a variety of engaging VAPA electives (see *Course Descriptions*, below).

Finally, **Math** instruction in the MPS model is intensive and adapted to each student’s specific needs. We offer extensive opportunities for acceleration for our most engaged students, as well as intensive remediation for students who enter our schools below grade level. All of our new students, regardless of grade level, are given a math assessment (as well as ELA) within the first three weeks of school (or over the summer prior to the school year, where feasible). All students in 6th-11th grades take the NWEA MAP test (in Math and Reading) within three weeks of the beginning of the school year. These assessments help our teachers plan instruction, differentiate – and remediate – to ensure each student is being taught in their “zone of proximal development.”¹²⁰ By allotting sufficient time in the bell schedule each day for math at our earliest grade levels, where we emphasize a constructivist, hands-on approach to mathematical concepts, our students master this crucial conceptual understanding as well as rote mathematical skills. This “balanced” approach permeates our curricula at each grade level, with time dedicated each day to learning in all core areas, along with extended learning blocks that foster deeper learning, as well as “real world” connections and applications of learning.

MSA-3 students and faculty organize and participate in numerous STEAM fairs and events for all our grade levels. Through various activities, STEAM days become a targeted event to arouse student interest and celebrate their peers’ success. MSA-3 offers a blend of after school clubs to students to stimulate interest in and extend knowledge of various subjects covered in the classroom including Computer Applications, MathCounts, Robotics, and Science Olympiad clubs. Additionally, we can use programs

¹²⁰ Chaiklin S. (2003). The Zone of Proximal Development in Vygotsky's Analysis of Learning and Instruction. In: Kozulin A, Gindis B, Ageyev VS, Miller SM. (Eds.) In *Vygotsky's Educational Theory in Cultural Context*. Cambridge University Press.

such as PLTW to sustain our ongoing efforts to integrate STEAM instruction. Parents are involved in co-facilitating after-school programs and activities.

STEAM-related Field Trips


Students in all grade levels have the opportunity for STEAM-related field trips, including visiting a research laboratory (e.g., Jet Propulsion Lab), a university campus (e.g., UCLA, USC, Caltech, UCI, and CSU-Long Beach), and meeting with scientists to help motivate our students. Out-of-state and overnight field trips are considered and encouraged for students in upper grade levels. Guest speakers are also invited to campus, including alumni who are welcomed back to discuss their college and career path in STEAM fields.

Local and National Competitions

STEAM-related competitions include the annual MPS STEAM EXPO, State and National VEX Robotics competitions, American Mathematics Competitions, Science Fairs, Intel International Science and Engineering Fair, National Science Bowl, and FIRST Robotics Competition. We see how our students' confidence soar as they work over a period of weeks and months to prepare for these competitions, working collaboratively, polishing oral presentations, mastering advanced content, working hard towards a goal and reveling in the "sport" of the events, including meeting other students from diverse backgrounds. We continue to prioritize these opportunities for our students' academic/content benefit, but especially for their psycho-social development and confidence-building in "real world" skills.

Personalized Learning with Flexible Supports, a Multi-Tiered System of Supports ("MTSS") Model





MPS has adopted the MTSS model as a systemic, continuous improvement framework in which data-based problem-solving and decision-making is practiced across all levels of the educational system for supporting students. The framework of MTSS utilizes high quality evidence-based instruction, intervention, and assessment practices to ensure that every student receives the appropriate level of support to be successful. MTSS aligns the academic standards and behavioral expectations in order to accelerate the performance of every student to meet and/or exceed proficiency.



Multi-Tiered System of Support

<p>Inclusive Academic Instruction</p> <ul style="list-style-type: none"> Identify a comprehensive assessment system Create and utilize teams Provide universal academic supports Provide supplemental interventions and supports Provide intensified interventions and supports Develop guideline to implement curriculum with universal design for learning (UDL) 	<p>Inclusive Behavior Instruction</p> <ul style="list-style-type: none"> Identify a comprehensive assessment system Create and utilize teams Provide universal behavior supports Provide supplemental interventions and supports Provide intensified interventions and supports Provide comprehensive behavior supports 	<p>Inclusive Social-Emotional Instruction</p> <ul style="list-style-type: none"> Identify a comprehensive assessment system Create and utilize teams Provide universal social-emotional supports Provide supplemental interventions and supports Provide comprehensive social-emotional development supports
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All Means All

<div style="text-align: center; margin-bottom: 10px;">  <h3>Administrative Leadership</h3> </div> <p>Strong & Engaged Site Leadership</p> <ul style="list-style-type: none"> Lead development of a vision Attend instructional meetings and classes Create a leadership team Create opportunities to contribute Use data to guide decisions <p>Strong Educator Support System</p> <ul style="list-style-type: none"> Provide access to instructional coaching Seek input from teachers Make learning opportunities available to all Use data Conduct strengths-based evaluations 	<div style="text-align: center; margin-bottom: 10px;">  <h3>Integrated Educational Framework</h3> </div> <p>Fully Integrated Organizational Structure</p> <ul style="list-style-type: none"> Identify who has access Use non-categorical language and practices Use collaborative instruction among peers Use paraeducators to support inclusive education <p>Strong & Positive School Culture</p> <ul style="list-style-type: none"> Foster collaborative relationships Create a shared vision Identify ways for all staff to contribute Ensure all students have access to extra-curricular activities Demonstrate culturally responsive practices 	<div style="text-align: center; margin-bottom: 10px;">  <h3>Family & Community Engagement</h3> </div> <p>Trusting Family Partnerships</p> <ul style="list-style-type: none"> Engage with students and families Obtain input and feedback Provide engagement opportunities Facilitate home-school communication Provide information <p>Trusting Community Partnerships</p> <ul style="list-style-type: none"> Engage with the community Identify mutual interests and goals Ensure reciprocity Maintain an open door policy Invite community members to serve 	<div style="text-align: center; margin-bottom: 10px;">  <h3>Inclusive Policy Structure & Practice</h3> </div> <p>Strong LEA / School Relationship</p> <ul style="list-style-type: none"> Develop a district-based team Attend school-level meetings Provide district-level professional learning Identify and remove barriers Regularly communicate outcomes <p>LEA Policy Framework</p> <ul style="list-style-type: none"> Link multiple initiatives Review data Review and revise policy Select research-based practices Expand practices into other schools and Districts
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Adapted with permission from: SWIFT Education Center. (2016). *MTSS Placemat*. Lawrence, KS. swiftschools.org

To support students academically, socially-emotionally and behaviorally, and create a climate of academic success, MSA-3 recognizes that we must address the needs of the entire child. Often, we focus on punitive and remedial practices, therefore, we may unknowingly reinforce unwanted and antisocial behaviors. MPS implements a Positive Behavioral Interventions and Support (“PBIS”) program as a component of MTSS. Program expectations require students to be Safe, Responsible and Respectful. The school tracks behaviors using a point system, to reward students for demonstrating positive behavior. The school site deans and teachers lay a foundation to engage students and enhance learning. Our school community works together to establish agreed upon norms, build relationships, learn pro-social behaviors, improve academics and demonstrate a culture where adults encourage motivation and knowledge is co-constructed through MTSS.

Universal Design for Learning and Differentiated Instruction

We actively integrate the principles of Universal Design for Learning (UDL) into our teaching practices.¹²¹ UDL provides a framework for creating flexible and inclusive learning environments that cater to the diverse needs of all students.

¹²¹ See <https://udlguidelines.cast.org/>.

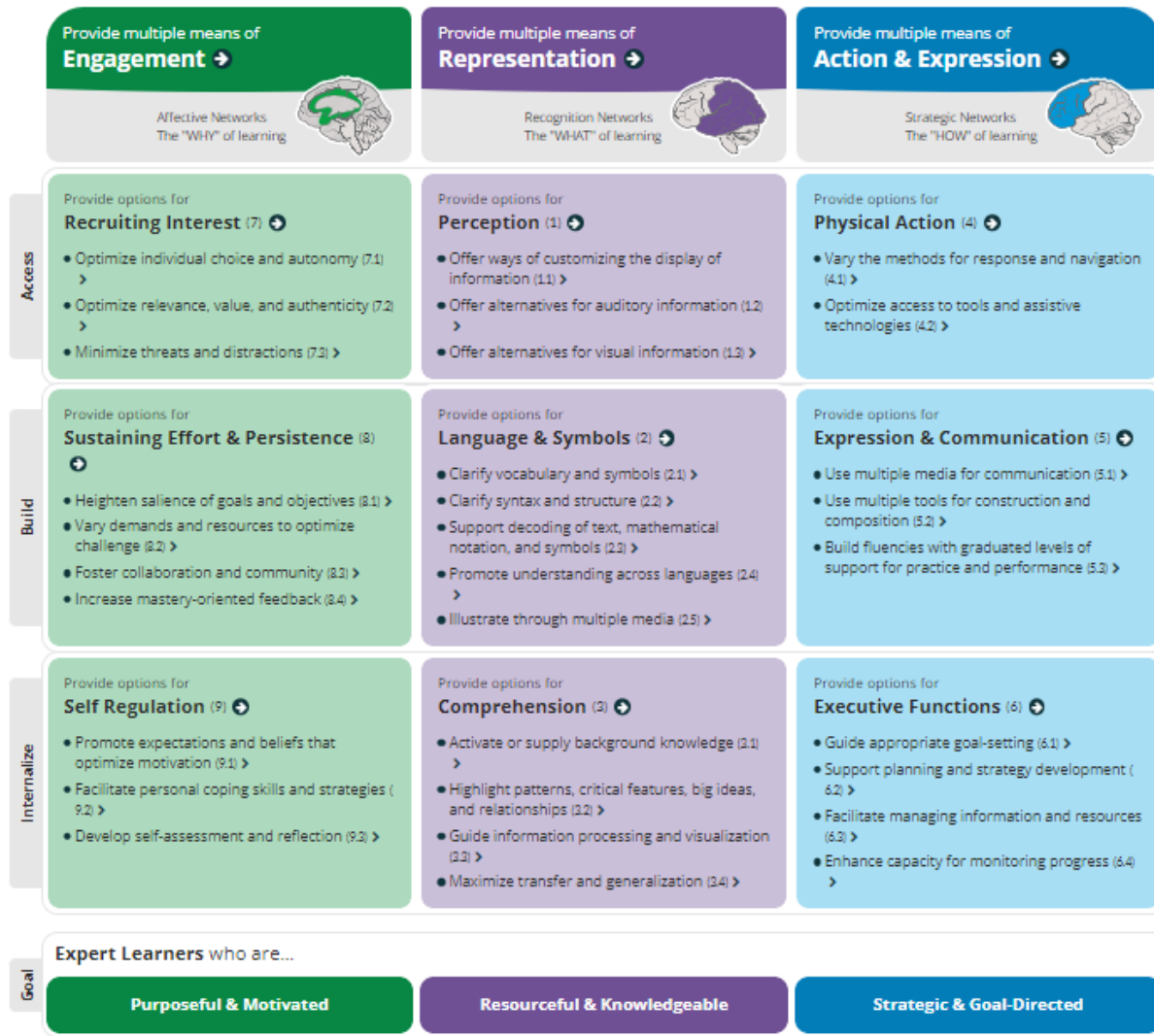
UDL [is] a concept that emphasizes tech-driven, multifaceted approaches to improving students' access to learning. The term is often mentioned in conjunction with accessibility initiatives for students with disabilities, but proponents say its effects ideally reach students of all backgrounds. . . .

The guiding principles of UDL encourage providing multiple means of representation (how learning materials are conveyed), action and expression (how students demonstrate comprehension of learning materials) and engagement (how students work with instructors and one another to deepen the learning experience).¹²²

All of our faculty receive professional development in utilizing the UDL Guidelines, illustrated in the graphic below.

¹²² Lieberman, M., *Creating a 'Universal Design for Learning' Movement*, Feb. 6, 2018., <https://www.insidehighered.com/digital-learning/article/2018/02/07/universal-design-learning-arrives-campus-concerted-grassroots>

Universal Design for Learning Guidelines



Source: <https://udlguidelines.cast.org/>

By incorporating UDL principles, our instructional methods are designed to be accessible to learners with varying abilities and learning styles, ensuring that every student can actively participate and succeed in the learning process. All of our teachers are trained in and deploy a range of strategies to engage learners of all types. These include the use of GATE strategies, EL strategies, cooperative learning and project-based learning. GATE plans, 504 plans, and Individualized Education Programs (“IEP”) are reviewed regularly to ensure instructional delivery meets students’ needs. Faculty teach a heterogeneous group of students that learn best when given Multiple Means of Engagement, Multiple Means of Representation, and Multiple Means of Action and Expression.

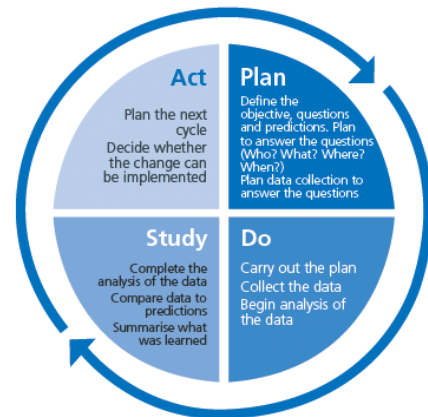
We also incorporate instructional techniques adapted from Paul Bambrick-Santoyo's "**Get Better Faster**" framework,¹²³ which originates from his years at Uncommon Schools. The framework is designed for coaches, as well as beginning teachers, focusing on practical, actionable steps that drive effective coaching of new teachers. The approach incorporates the following core principles of coaching:

- *Go Granular*: The essential practice of educators mastering one skill down to the finest details before moving on to the next – including breaking teaching down into discrete skills that can be practiced successively and cumulatively.
- *Plan, Practice, Follow Up, Repeat*: Simply, the more effectively teachers practice, the better they perform – and the better they are able to determine what ideal teaching practices look and feel like.
- *Make Feedback More Frequent*: Continuous, real-time feedback is effective because it prioritizes student learning and fast-forwards the improvement process – letting the teacher immediately correct a technique that would otherwise take days or weeks to implement.¹²⁴

Data-Driven Personalization

MSA-3 teachers and students use data to make informed decisions. Teachers receive regular professional development and coaching about positive academic intervention, UDL, accelerated learning strategies, and differentiated instruction, as well as collaborative planning time with a focus on the use of data to drive instruction. Formative assessment data are gathered from a variety of sources such as NWEA MAP assessments, Smarter Balanced Interim Assessment Blocks ("IABs"), an annual Panorama Education student survey, blended learning programs, and overall coaches, ELD teachers and/or coordinators, education specialists and other interventionists.

Our system of formative assessments allows MSA-3 to generate reports that show content and skills mastery, broken down by grade, class, and individual student levels. This system provides the data necessary to utilize UDL to build personalized, realistic, and productive lesson plans on a weekly basis. Up-to-date and actionable information is an essential part of the integrated academic and social foundation of the school's culture and is required to provide adequate support for students' learning.¹²⁵ Furthermore, research shows that low-performing students benefit from personalized learning plans that address their specific area(s) of deficiency.¹²⁶ Use of programs, such as IXL, allow us to use



¹²³ Bambrick-Santoyo, P., *Get Better Faster: A 90-Day Plan for Coaching New Teachers* (2016).

¹²⁴ Bambrick-Santoyo, P., *How to Effectively Coach New Teachers: And Why First-year Support is Critical to Everyone's Success*. Accessed December 10, 2023 from <https://www.wiley.com/learn/jossey-bass/pdf/how-to-effectively-coach%20new-teachers.pdf>.

¹²⁵ Blum, R. (2004). *School Connectedness: Improving Students' Lives*. John Hopkins School of Public Health.

¹²⁶ Archambault, L., Diamond, D., Brown, R., Cavanaugh, C., Coffey, M., Floures, D., Richardson, J., & Zygoris-Coe, V. (2010). *Research committee issues brief – An exploration of at-risk learners and online education*. M. K. Barbour & D. Scribner (Eds.). Vienna, VA: iNACOL; Black, P., Harrison, C., Lee, C., Marshall, B., & William, D. (2004). *Working inside the black box: Assessment for learning in the classroom*. *Phi Delta Kappan*, 86(1), 9–22' Blum, R. (2004)

the data to create individualized skill plans for students to practice ELA and math skills.

Teachers utilize the Plan-Do-Study-Act (“PDSA”) cycle of data-driven instruction, originally utilized by the engineer W. Edwards Deming to create improvement in manufacturing for the automotive industry, and most recently adopted by schools and as an improvement science tool.¹²⁷ “A PDSA cycle is a four-step process whereby teachers and students work together to create positive change. During a PDSA cycle, teachers and students create a *plan* for improvement; implement, or *do*, the plan; *study* if the plan’s actions were successful; and *act* to create long-term improvement actions based on the results of the plan.”¹²⁸

Portfolio Module with Learning Targets

MSA-3 uses NWEA MAPs computer-adaptive tests to evaluate student learning and to differentiate instruction to meet student needs. These campus-wide tests are used to measure individual levels of student performance. They also measure various skills, such as analytic ability, critical thinking, and synthesis. While MAP testing is used as a basis for student promotion, it provides a valuable resource to identify students in need of just-in-time interventions and/or accelerated learning pathways.

MAP is administered in the fall and spring of every academic year from grades 6 through 11 in Reading and Mathematics. With a large norm reference group (more than 2 million), MAP reports provide highly accurate feedback as to how students are performing. The assessments adapt to the student's ability, accurately measuring what a student knows and needs to learn. MAP measures academic growth over time, independent of grade level or age. MAP test results are also used to identify the skills and concepts individual students have learned, diagnose instructional needs, monitor academic growth over time, make data-driven decisions, and place new students into appropriate courses. MSA-3 also administers interim assessment blocks (“IAB”) according to curriculum maps provided by our MPS Home Office. IABs provide feedback about student performance on a targeted cluster of standards in both Math and ELA. IABs are administered after the unit is taught and provide formative assessment data to further inform instruction.

Expanded Learning Time

As part of MSA-3 expanded learning program, MSA-3 offers free tutoring to all students. Our tutoring program provides students with a safe, small-group environment in which they can receive personalized attention from their teachers, as well as access the resources needed for successfully completing their assignments. Extra tutoring sessions are provided by MPS for individual students as needed. Individual and small group tutoring as well as homework clubs are available both before- and after-school and during intersessions. Students identified as low achieving are offered an intensive program tailored towards their needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject’s content standards, with the goal of closing the achievement gap.

Legters, N.E., Balfanz, R.W., Jordan, W.J., & McPartland, J.M. (2002). *Comprehensive reform for urban high schools: A talent development approach*. New York: Teachers College Press; Watson, J., & Gemin, B. (2008). Promising practices in online learning: Socialization in online programs. Vienna, VA: iNACOL.

¹²⁷ Boatman, C., *A Tool to Give Students More Control Over Their Learning*, July 21, 2023;

<https://www.edutopia.org/article/using-pdsa-cycles-boost-learning-outcomes/#:~:text=During%20a%20PDSA%20cycle%2C%20teachers,the%20results%20of%20the%20plan.>

¹²⁸ Ibid.

MSA-3 Expanded Learning Program Structure

Students in need of English Language Development (“ELD”) support	ELD tutoring:	Computer-aided grammar, vocabulary, reading, writing, listening and speaking
Students in need of academic support	Tutoring program for academic classes:	Mathematics, Science, English-Language Arts and History-Social Science

Before/After-School

MSA-3 also offers academic and enrichment clubs as well as after school programming to all students. During these clubs, students are given the opportunity to participate in subjects and topics that pique their interest but also build upon skills that are learned during instructional time. Our clubs offer a safe environment that is student-led and developed with the supervision of a teacher.

All students	Expanded Learning clubs:	Chess, Poetry, VEX Robotics, Coding, College Leadership Mentorship Program, Sports (CIF in High School), Arts and Crafts, Homework, etc.
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Intersessions

MSA-3 offers intersession opportunities for all students during extended breaks throughout the school year. During summer intersession led by MPS Administrators and staff (who are paid a stipend), students are given the opportunity to participate in fun and interactive enrichment and physical education activities that pique their interest but also help build up leadership skills. Our intersession opportunities offer a safe and supportive environment that promotes active and engaged learning and skill building. The summer session focuses on learning enrichment and acceleration, credit Recovery and Makeup, Bridge Programs, social-emotional learning, mental health and life skills programs and includes day camps, overnight camps, field trips and STEAM excursions. Like our regular school days, summer school include eight-hour days with before- and after-school programs through our Expanding Learning Opportunities Program partners. Expanded learning activities (sport, field trips, excursions) programming cover a wide array of subject areas that are often not available in the school year (like robotics, engineering, gardening, theater, dance, and art). To the extent that demand in these programs exceeds capacity, student groups such as homeless, foster youth, SWD, and ELs are prioritized.

INSTRUCTIONAL DESIGN COMPONENTS: CONNECTION (SOCIALY RESPONSIBLE GLOBAL CITIZENS)

<p>CONNECTION</p> <ul style="list-style-type: none"> • Effective Communication • Global Citizenship
<ul style="list-style-type: none"> ▪ Community Schools/Whole Child Approach <ul style="list-style-type: none"> ▪ Social-Emotional Learning (SEL) and Character Education ▪ PBIS/Trauma-Informed Approach ▪ Home-School Connection

- Partnerships in the Community to Support Students and Families
- **Global Focus**
 - World Languages
 - International Visits, Trips, Speakers
 - Community Service and Volunteerism

Community Schools/Whole Child Approach

Social-Emotional Learning (SEL) and Character Information

Recognizing the critical importance of Social-Emotional Learning (SEL) and mental and emotional health, our instructional methods explicitly incorporate practices that foster the well-being of our students. SEL competencies, including self-awareness, self-management, social awareness, relationship skills, and responsible decision-making, are interwoven into our curriculum. MPS has trained teachers and staff in both Los Angeles and Orange County Office of Education resources, and has utilized *The Zones of Regulation* curriculum, a proactive, skills-based and systematic framework that teaches students self-regulation and emotional control, as well as *Why Try*, a team of professionals offering free tools and resources to help students cultivate stress management, well-being and resilience.

MPS prioritizes creating a supportive and nurturing learning environment that addresses the social and emotional needs of our students, laying a foundation for positive mental and emotional health. MPS has mental health professionals at every school site, as well as partnerships with the Chicago School of Psychology and Los Angeles Institute for Restorative Practices.

Life Skills Program

Life Skills is an enrichment program embedded in Advisory that provides our students with valuable skills to support academic excellence and social skill development, and includes topics on social and emotional learning, study skills, environmental issues, conflict resolution, making responsible choices, self-discipline, college and career awareness and character education. Students participate in activities/projects to demonstrate their understanding of the values/lessons. Guest speakers and various forms of technology also engage students in the course content. Life Skills themes are integrated into broader school-wide activities including assemblies, instructional field trips, displays, announcements, and into the general curriculum. Parents are regularly informed about the Life Skills topics to support our effort to inspire positive principles of conduct in future leaders. The program also enables all students, including our most “at-promise” students, to have a vision and be more specific on their goals to be successful at school and during their life.

Positive Behavioral Intervention and Supports (“PBIS”)/Trauma-Informed Approach

MPS employs trauma-informed practices to ensure that our instructional methods are sensitive to the potential impact of trauma on our students. We find that many of our student population have encountered numerous “adverse childhood experiences” (“ACE’s”) or traumas in their young lives. Particularly when multiple and/or ongoing ACEs are involved, students often exhibit a “flight, fight or freeze” response to stimuli that would not cause a similar reaction in a child who has not experienced ACEs. One of the fundamental components of our discipline framework is an emphasis on understanding students’ social/emotional needs, including a policy of compassionate communication. Teachers and staff work to help students develop a sense of belonging while cultivating critical communication, conflict resolution and character skills. Our faculty is trained to recognize and respond to the diverse experiences of our students, creating an atmosphere of understanding and support.

Trauma-informed teaching strategies are woven into the Magnolia approach, promoting resilience and fostering a sense of safety and belonging. All of our staff, led by the on-site Psychologist, participates in training on Positive Behavioral Intervention and Supports (“PBIS”) in our MTSS model (tiered interventions and supports for academic and psycho-social needs), such as the *CA MTSS Training Materials for Implementation*.¹²⁹ This self-paced, asynchronous course for educators includes:

- Deepen understanding of the What, Why, and How of CA MTSS
- Discover resources to support implementation of CA MTSS in your work as educators, support inclusive and equitable learning environments, and engage students and families in your community
- Collaborate with other educators to share practices that support the academic, behavioral and social-emotional success of all students
- Determine CA MTSS/LCAP alignment to support your work with students in order to enhance and implement LCAP and school site goals and services.¹³⁰

Teachers also participate in online training from the Crisis Prevention Institute (“CPI”), through a train-the-trainer model (i.e., our administrators are trained by CPI and in turn train our teachers). CPI offers Classroom *Practices*, emphasizing five core principles: calm and consistent, sustainable routines, first attention to best conduct, scripted interventions, and restorative approaches. CPI’s *Nonviolent Crisis Intervention* program includes Helping Educators Diffuse Difficult Conversations, Proactive Strategies for Facing Escalating Situations Alone, and Promoting Positive Behavior Using Person-Centered Supports.

At Magnolia, the following key practices aim to cultivate a safe and supportive environment for students and staff:

1. Welcoming Atmosphere - Greeting students at the door to create a warm and welcoming environment.
2. Predictable Routines - Establishing predictable routines in the classroom to provide a sense of stability for students.
3. Staff Training - Conducting training sessions for staff to increase awareness of the signs of trauma and its effects on students.
4. Flexible Teaching Methods - Implementing flexible teaching methods that accommodate different learning styles and respond to individual student needs.
5. Mindfulness Practices - Incorporating mindfulness techniques to promote emotional regulation and reduce student stress.
6. Access to Counseling and Mental Health Services - Ensuring access to counseling and mental health services for students needing additional support.

Home-School Connection

Research has shown that one of the keys to successful teaching and schooling is creating personal connections with students inside and outside of school. Knowing their outside interests, families, and home routines, and then using this information to connect in meaningful, individualized ways can have huge rewards in helping to create happier, healthier, and smarter students. Recognizing these facts,

¹²⁹ <https://ocde.instructure.com/courses/269>

¹³⁰ https://ocde.instructure.com/courses/269/pages/course-overview?module_item_id=14061

MSA-3 uses home visits as one of the important features of its education program to not only improve student and school performance, but also to identify and intervene early with low-achieving students.

Each year, MSA-3 teachers visit students at their homes (our goal is 15% of students each year, or 7-8 students in a grade cohort of 50), to enhance student learning and involvement. Family visits offer invaluable insights about students. They can provide new understanding about students' learning styles. Visits might also reveal the emotional and social needs and behaviors of students. It is helpful to know if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers can identify students' latest interests or concerns, such as a new hobby, an upcoming trip, or a change in the family.

We utilize ParentSquare to communicate with families, along with monthly newsletters from the school site. Principals also hold monthly "Coffee with the Principal" session for informal discussions with parents/guardians. Administrators also plan parent education workshops (in collaboration with MPS home office staff), including English lessons (for parents/guardians), computer/tech lessons, college readiness/prep, finance and more, led by MSA-3 or MPS staff, or one of our community partners.

Partnerships in the Community to Support Students and Families

MSA-3 believes that all change begins through partnerships between the home and school community. In our attempt to teach our students the values of community engagement, citizenship, and global awareness, we hope to engrain and cultivate a love for community, an understanding of the importance of our societal contributions, and a greater awareness of self, relative to the global community. In doing this, we affect change through our actions and interactions. The MPS family is committed to the growth and development of our students and the communities in which they live, in order to enrich the global society. At MSA-3, we partner LA Harbor College, LA Valley College, and the Los Angeles Institute for Restorative Practices.

Field Trips and Guest Speakers for Motivation

Field trips are intended to allow students to gain insight, information, or knowledge that cannot be adequately developed through regular classroom instruction. Instructional field trips, therefore, are an integral part of the curriculum and as essential to the instructional process as textbooks, equipment, and other instructional devices and teaching/learning strategies. Since not all students learn in the same way, instructional field trips allow them the opportunity to expand their intelligence in ways different from those typically available inside the classroom.

When students meet guest speakers or professionals during our field trips that come from the same community or culture and look like them, they find new role models. Field trips may be directly related to specific, academic curricula, or they also may address the need for intra- and inter- personal growth in children, and thus may be designed to promote social and emotional development and to provide for the development of the "whole" child.

Global Focus

World Languages

The World Languages program at MSA-3 is designed to offer students a comprehensive language learning experience. Middle school students (Grades 6-8) pursue their language study with a focus on building proficiency, delving into more complex grammatical structures, and engaging in cultural studies and projects. In high school (Grades 9-12), students have the opportunity to take advanced language

courses, explore literature and culture, and choose elective options based on their interests. MSA-3 currently offers Spanish for our high school students. Cultural enrichment is a key aspect, involving events, festivals, guest speakers, and potential collaborations with native speakers or exchange programs. The program also emphasizes assessment of language proficiency, potential certifications, and recognition of achievements. Extracurricular activities such as language clubs, conversation groups, and multicultural events further enhance the overall language learning experience at MSA-3, with stakeholder input (e.g., the Parent Task Force, English Language Advisory Committee, the annual LCFF process, annual stakeholder surveys, and more informal feedback).

International Visits, Trips, Speakers

In keeping with our belief that all of our students must be prepared for a globalized economy and diverse workforce that is connected around the world, MPS places a significant emphasis on global engagement through various enrichment programs. These opportunities provide students with enriching experiences beyond the classroom, fostering cultural awareness and a global perspective. International visits and trips offer students the chance to explore different countries, immerse themselves in diverse cultures, and gain first-hand knowledge of global issues. While student trips necessarily are dependent on funding availability, our oldest students especially are given opportunities to travel with their MSA-3 peers and faculty, and also learn about educational opportunities and trips that they may participate in over the summers, including competitive, scholarship-based opportunities. Expert guest speakers, hailing from various career areas, further enhance the educational experience by sharing their unique insights and experiences. These initiatives not only broaden students' horizons but also contribute to a well-rounded education that prepares them to navigate an increasingly interconnected and multicultural world.

Community Service and Volunteerism

MSA-3 high school students engage in community service to develop and demonstrate crucial life skills. This helps students gain “real life” experience and develop responsibility, caring and respect for others. Students are required to earn 40 hours (or the equivalent of 10 hours per year of high school enrollment) of community service for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year. Students in all grade levels have myriad volunteer opportunities, both in organized groups with their classes as well as notices about opportunities in the community.

CURRICULUM AND INSTRUCTION

All curricula at MSA-3 is based on the California State Standards, including the Common Core State Standards, Next Generation Science Standards, History-Social Science Framework, and English Language Development Standards (collectively referred to herein as “State Standards”). Teachers use the state-published Frameworks for Instructional Design in developing curriculum pacing and lesson plans.

In grades 6 through 8, students are required to take core classes in Mathematics, Science, English Language Arts and History-Social Science. All middle grade students also enroll in a daily Silent Sustained Reading (“SSR”) class. Electives are offered in Math and ELA (for additional support or challenge), World Languages, Visual and Performing Arts, Physical Education, Computers and Technology, and other electives. MSA-3 offers all students one period of Life Skills per week.

Mathematics

The math curriculum at Magnolia is based on the *California Common Core State Standards: Mathematics* and reflects the importance of focus, coherence, and rigor as the guiding principles for mathematics instruction and learning. These standards will be fully implemented and assessed as a commitment to providing a world-class education for all students that supports college and career readiness and the knowledge and skills necessary to fully participate in the twenty-first-century global economy.

The CCSS call for learning mathematical content in the context of real-world situations, using mathematics to solve problems, and developing “habits of mind” that foster mastery of mathematics content as well as mathematical understanding. The CCSS in Math for kindergarten through grade 8 prepare students for higher mathematics. The standards for higher mathematics reflect the knowledge and skills that are necessary to prepare students for college and careers and productive citizenship.

Math instruction at MPS focuses deeply on the concepts that are emphasized in the standards so that students can gain strong foundational conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the mathematics they know to solve problems inside and outside the mathematics classroom. Coherence is provided through mathematical connections. Some of the connections in the standards knit topics together at a single grade level. Most connections are vertical, as the standards support a progression of increasing knowledge, skill, and sophistication across the grades. Teachers approach conceptual understanding, procedural skill and fluency, and application with equal intensity, providing instruction with rigor and relevance. In short, the math instruction at MPS meets the challenges of the twenty-first century through innovation.

MPS offers an integrated math pathway of courses, aligned with new CCSS Math standards and “best practices” in math learning and instruction.¹³¹ In determining the mathematics course placement for entering students, the Charter School systematically takes multiple objective academic measures of student performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”);
- Placement tests that are aligned to state-adopted content standards in mathematics;
- Recommendation, if available, of each student’s prior year mathematics teacher based on classroom assignment and grades;
- Recommendation, if any, of each student’s current grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
- Final grade in mathematics on the student’s official, end of the year grade report card;
- Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year.

In Accelerated Pathway 1, grades 7, 8, and 9 are compacted into grades 7 and 8 (a 3:2 compaction). In Accelerated Pathway 2, grades 6, 7, 8, and 9 are compacted into grades 6 and 7 (a 4:2 compaction). Math 8 is bridged between grades 6 and 7 with the option of a summer math bridge course.

¹³¹ Depending on students’ math backgrounds and surrounding schools’ pathways, MPS may elect to follow an integrated mathematics pathway over the traditional mathematics pathway where Integrated Math I, II, III, and IV courses replace Algebra I, Geometry, Algebra II, and math electives.

Pathway	Grade 6	Grade 7	Grade 8
Regular Pathway	Math 6	Math 7	Math 8
Accelerated Pathway 1	Math 6	Accelerated Math 7/8	Algebra I
Accelerated Pathway 2	Accelerated Math 6/7	Algebra I	Geometry

In some cases, entering sixth graders may be capable of beginning high school Algebra I and MPS is eager to accommodate these gifted students.

MATHEMATICS	
MATH 6	MATH 7
In Grade 6, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.	In Grade 7, instructional time will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.
MATH 8	ACCELERATED MATH 6/7
In Grade 8, instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.	This course compacts 6 th and 7 th grade standards and it contains content from 8 th grade. While coherence is retained, in that it logically builds from the 6 th grade, the additional content when compared to the non-accelerated course demands a faster pace for instruction and learning. Content is organized into four critical areas, or units. The Mathematical Practice Standards apply throughout each course and, together with the CCSS, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations.
ACCELERATED MATH 7/8	ALGEBRA I
This course differs from the non-accelerated 7 th grade course in that it contains content from 8 th grade. While coherence is retained, in that it logically builds from the 6 th grade, the additional content when compared to the non-accelerated	Algebra I will focus on five critical areas: (1) relationships between quantities and reasoning with equations, (2) linear and exponential relationships, (3) descriptive statistics, (4) expressions and equations, and (5) quadratic

<p>course demands a faster pace for instruction and learning. Content is organized into four critical areas, or units. The Mathematical Practice Standards apply throughout each course and, together with the CCSS, prescribe that students experience mathematics as a coherent, useful, and logical subject that makes use of their ability to make sense of problem situations.</p>	<p>functions and modeling. This course builds on the foundation set in middle grades by deepening students' understanding of linear and exponential functions and developing fluency in writing and solving one-variable equations and inequalities. Students will interpret, analyze, compare, and contrast functions that are represented numerically, tabular, graphically, and algebraically. Quantitative reasoning is a common thread throughout the course as students use algebra to represent quantities and the relationships among those quantities in a variety of ways. Standards of mathematical practice and process are embedded throughout the course, as students make sense and solve novel problems, reason abstractly, and think critically.</p>
GEOMETRY	
<p>The purpose of the Geometry course is to introduce students to formal geometric proof and the study of plane figures, culminating in the study of right triangle trigonometry and circles. The course will formalize and extend students' geometric experiences from the middle grades. Students will begin to prove results about the geometry of the plane by using previously defined terms and notions. Similarity is explored in greater detail, with an emphasis on discovering trigonometric relationships and solving problems with right triangles. In Geometry, instructional time will focus on six critical areas: (1) establish criteria for congruence of triangles based on rigid motions; (2) establish criteria for similarity of triangles based on dilations and proportional reasoning; (3) informally develop explanations of circumference, area, and volume formulas; (4) apply the Pythagorean Theorem to the coordinate plane; (5) prove basic geometric theorems; and (6) extend work with probability, in addition to building students' strong understanding and use of the mathematical practices.</p>	

See additional course descriptions in the section below on High School Mathematics.

Science

The school curriculum is based on the state framework and state standards following Next Generation Science Standards (NGSS). Students at MSA-3 explore NGSS-aligned Disciplinary Core Ideas (DCI) in Physical Sciences, Life Sciences, Earth and Space Sciences, and Engineering, Technology, and Applications of Science in the cross-curricular units and programs. Within each domain, the framework describes how a small set of disciplinary core ideas has been developed. Each core idea is then broken into three or four component ideas that provide more organizational development of the core idea.

The science program at MSA-3 use hands-on science curriculum that is formulated using inquiry-based research topics. From the earliest grades, students experience science in a form that engages them in the active construction of ideas and explanations that enhance their opportunities to develop the abilities of doing science. The middle school curriculum will ensure that science is integrated into the lessons and activities.

Inquiry and exploration are the basis of each curriculum unit in science classes. Key questions are given to students and the emphasis is on the process and the questions to be asked, rather than focusing on a finite answer or "drill and kill" activities. Students build on their understanding of science concepts,

learn to apply the scientific method, and use technology in laboratory explorations and experimentation. In the process, depth over breadth is emphasized and students become self-reliant, independent problem-solvers. We employ an integrated science curriculum, in accordance with the Next Generation Science Standards. Courses are designed to focus on development of a “scientific mind” through student use of scientific strategies. This process takes place within each unit of study via the students hypothesizing, researching, experimenting, observing and inferring.

SCIENCE	
INTEGRATED SCIENCE 6	INTEGRATED SCIENCE 7
<p>The major units of study for all grade six middle school students are:</p> <ul style="list-style-type: none"> ▪ Unit 1: Exploring Earth ▪ Unit 2: Exploring Life ▪ Unit 3: Understanding Matter ▪ Unit 4: Understanding Energy <p>This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.</p>	<p>The major units of study for all grade seven middle school students are:</p> <ul style="list-style-type: none"> ▪ Unit 1: Motion and Energy ▪ Unit 2: Interactions of Matter ▪ Unit 3: Understanding the Universe ▪ Unit 4: Earth and Geological Changes ▪ Unit 5: Exploring Ecology ▪ Unit 6: Heredity and Human Body Systems <p>This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.</p>
INTEGRATED SCIENCE 8	
<p>The major units of study for all grade eight middle school students are:</p> <ul style="list-style-type: none"> ▪ Unit 1: Biodiversity and Human Impacts ▪ Unit 2: History of the Earth ▪ Unit 3: Ecosystems, Molecules to Organisms ▪ Unit 4: Ecosystems continued, Biological Evolution: Unity and Diversity <p>This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.</p>	

Beyond the core curriculum, MSA-3 will provide additional science electives to middle school students, pending funds availability and student interest. Students will have the opportunity to participate in Science Olympiads and the MPS STEAM Expo/Maker Fair. Students at MSA-3 will also have off-campus field trip experiences and meet with professionals in STEAM areas during these instructional field trips or through guest speakers on campus. These enrichment opportunities aim to nurture curiosity, creativity, and a love for exploration, including empowering girls for success in STEAM fields.

English Language Arts

The English Language Arts curriculum is literature-based and emphasizes skills and knowledge students need as readers, writers, speakers, and listeners in the 21st century. Students taking advanced world language electives (e.g., Spanish) will also be encouraged to study literary works written in that language. Fluent reading and strong comprehension skills are the focus of the MSA-3 curriculum. Teachers will emphasize close reading and informational text.

Beginning in grade 6, the middle school English Language Arts courses will utilize curriculum which has been adopted by the California State Board of Education, such as McGraw Hill's StudySync. The ELA curriculum is designed to advance critical thinking, reading, writing, language, speaking and listening skills, and address critical language standards. Students will be regularly tasked with extended writing tasks, and growth will be monitored via formative and summative assessments. Furthermore, reading, writing, speaking, and listening skills practice will be integrated into all subject areas, including elective courses.

Study Sync's curriculum ensures rigorous, focused core ELA/ELD instruction and standards-based assessments, which draws students into texts and informational content with dramatic, movie-like previews, award-winning Study Sync® TV episodes modeling appropriate student discussion and collaboration, SkillsTV videos exploring literacy concepts with relatable student narrators, and social media-like current events Blasts discussions. By integrating technology experiences that students crave, students gain knowledge and skills in ways that relate to their world. Learning supports are embedded throughout for all levels of learners, including reluctant and advanced readers, and EL students, with scaffolding based on students' reading abilities with customizable writing prompts, rubrics, and assessments.

ENGLISH LANGUAGE ARTS	
ENGLISH LANGUAGE ARTS 6	ENGLISH LANGUAGE ARTS 7
Students in sixth grade focus on active engagement with text. They are required to analyze, identify, define, explain, integrate, evaluate, compare, contrast, and cite supportive evidence—developing and building upon those skills that were required in fifth grade. Deeper analysis of literature and informational text continues to be the focus of sixth-grade instruction, although reading fluently and accurately remains a CCSS-based goal for all students. Students' understanding of the precise meaning of words, English instruction is critical language conventions, structural features of informational text and materials, and to developing fundamental elements of literature all support greater comprehension of what they read, students' literacy and see, and hear.	In seventh grade, the English language arts CCSS establish a higher level of communication skills and comprehension strategies. Students demonstrate a growing understanding by connecting ideas and information in two or more texts and analyzing and evaluating textual evidence more carefully. Their writing reflects both a deeper understanding of texts and the interrelationship between reading and writing as they draw evidence to support their claims and convey concepts and ideas. Seventh-grade students build on their communication and collaboration skills from earlier grades. As they engage in collaborative discussions, they are able to acknowledge and analyze new information and, when appropriate, modify their own view based on the new information. Students continue to acquire and use general academic language and domain-specific vocabulary. They also learn to use precise and concise language to express themselves in their speaking and writing.
ENGLISH LANGUAGE ARTS 8	
In preparation for high school and beyond, students in eighth grade must have a firm grasp of skills to be a literate person in the twenty-first century. They read and respond to significant works of literature and examine how modern works of fiction draw on traditional themes and characters. Given informational text, students read critically the arguments and specific claims in a text, assessing whether the author's evidence is reasoned and sufficient in addressing conflicting evidence and viewpoints. Students, working on their own and with others, produce clear and coherent texts	

appropriate to the task, purpose, and audience. Students connect their reading to their writing by drawing evidence from literary and informational texts when writing analyses or short research projects. Eighth-grade students build on the communication and collaboration skills from earlier grades. As they engage in collaborative discussions, they probe and reflect on discussion topics and are able to justify their own views in light of evidence presented by others. Students continue to acquire and accurately use general academic language and domain-specific vocabulary. They recognize when it is important to know the precise meaning of a word in order to comprehend a text and call upon a range of strategies to determine word meanings.

ENGLISH LANGUAGE DEVELOPMENT

The course focuses on reading, writing, speaking, and listening. Students participate in extensive listening and speaking exercises. The course covers basic structures of the English language. Students' progress from an elementary understanding of English words and verb tenses to a more comprehensive grasp of various formal and informal styles. The course may include an orientation to the customs/cultures of people in the U.S.

Sustained Silent Reading (SSR) Program

In grades 6 through 8, all students participate in Sustained Silent Reading (SSR) for 25 minutes a day, every day.

SUSTAINED SILENT READING (SSR) PROGRAM

SUSTAINED SILENT READING (SSR) PROGRAM

Teachers have access to data related to Lexile levels which informs their teaching and supports differentiation. Once completed, the student is administered an online assessment which informs the teachers of the student's progress. If a student continues to struggle while reading at his or her level, additional interventions are implemented. All teachers use assessment results to inform Response to Intervention (RTI) strategies.

History/Social Science

The History/Social Science curriculum is aligned with the state framework and offers students grounding in local, California, and United States history and an understanding of the development and operation of the three levels of government. The curriculum also introduces world history through literature, culture, arts and current events. The social science curriculum focuses on inquiry-based questions to explore topics using research and critical thinking skills. Students use and evaluate primary sources, historical documents, and the Internet to responsibly and critically access information.

History/Social Science courses at MSA-3 use inquiry-based research topics involving real-world problems, with a focus on local current events, history and culture. In accordance with the National Council for the Social Studies,¹³² social studies courses aim to prepare students to identify, understand, and work to solve the challenges facing our diverse nation in an increasingly interdependent world. Education for citizenship should help students acquire and learn to use the skills, knowledge, and attitudes that will prepare them to be competent and responsible citizens throughout their lives. Competent and responsible citizens are informed and thoughtful, participate in their communities, are involved politically, and exhibit moral and civic virtues.

¹³² Source: <http://www.ncss.or/positions/powerful>

HISTORY/SOCIAL SCIENCE	
HISTORY/SOCIAL SCIENCE 6	HISTORY/SOCIAL SCIENCE 7
<p>Students in sixth-grade world history and geography classrooms learn about the lives of the earliest humans, the development of tools, the gathering way of life, agriculture, and the emergence of civilizations in Mesopotamia, Egypt, the Indus River valley, China, and the Mediterranean basin. With the guidance of their teachers, students review the geography of the ancient and contemporary worlds and recognize that these civilizations were not static societies but continually experienced change. In addition to developing basic geography skills, students are introduced to patterns, systems, and processes of physical and human geography. In studying this earliest history of humankind, students will have the opportunity to explore different kinds of source documents, such as the Hebrew Bible, Mesopotamian laws, the Homeric epics, Greek drama, the Bhagavad Gita, the Analects of Confucianism, the New Testament, and a range of visual images.</p>	<p>The medieval period provides students with opportunities to study the rise and fall of empires, the diffusion of religions and languages, and significant movements of people, ideas, and products. Students trace the development of medieval civilizations and make connections with regional and present day world maps. Students identify several major changes that took place during medieval and early modern times. Students explore change in every inhabited part of the world during this period using source documents and evidence from archaeology. Students can use the knowledge they gain in this course to create a school project that promotes understanding of diverse cultures.</p>
HISTORY/SOCIAL SCIENCE 8	
<p>The eighth-grade course of study begins with an intensive review of the major ideas, issues, and events preceding the founding of the nation. Students concentrate on the critical events of the period—from the framing of the Constitution to the American Industrial Revolution. In their study of this era, students view American history through the lens of a people who were trying—and are still trying—to make the words of the Declaration of Independence true. Students will confront themes of equality and liberty and their changing definition over time. This course also explores the geography of place, movement, and region, starting with the thirteen colonies and then continuing with American westward expansion, and economic development, including the shift to an industrial economy.</p>	

Intervention Courses

Students in need of extra support may be assigned Power English and/or Power Math courses for extra assistance.

INTERVENTION	
POWER ENGLISH	POWER MATH

<p>This ELA course is designed to enhance the student’s knowledge of prerequisite skills that are needed to access the grade level ELA course. Power English is an intervention course, which provides an individualized curriculum for each student, to close the identified skill gaps. Once skill gaps are almost closed, these students will receive targeted practice on essential academic content.</p>	<p>This math course is designed to enhance the student’s knowledge of prerequisite skills that are needed to access the grade level mathematics course. Power Math is an intervention course, which provides an individualized curriculum for each student, to close the identified skill gaps. Once skill gaps are almost closed, these students will receive targeted practice on essential academic content.</p>
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Visual & Performing Arts

In grades 6 through 8, students will be able to select “Fundamentals of Art” with new curriculum each year for students who would like to take the elective more than once.

VISUAL & PERFORMING ARTS
<p>GRAPHIC ART AND DESIGN</p> <p>This course provides students with a foundational understanding of digital design, tools, processes and systems common to careers in graphic arts and digital production. Exploration topics include printing enterprise, art and copy preparation, graphic design, image generation and assembly, production photography, graphic reproduction operations, binding and/or finishing related to digital imaging , printing, and digital production. This course serves as an introductory course to a variety of AME Pathways including, Graphic Arts, Professional, Photography, Animation, Game Design.</p>

Health and Physical Education

In grades 6 through 8, students are offered Health and Physical Education courses as electives.

HEALTH AND PHYSICAL EDUCATION
<p>HEALTH EDUCATION</p> <p>This course provides students with knowledge and skills related to one or more of the nine content areas of health education, as defined in the Health Framework: (1) nutrition; (2) prevention of alcohol, tobacco, and other drugs; (3) personal health; (4) injury prevention and safety; (5) individual growth and development; (6) consumer and community health; (7) environmental health; (8) communicable and chronic diseases; and (9) family life. Family life education promotes the development of positive family interactions and may include human sexuality, dating, relationships, and prevention of sexually transmitted diseases, including HIV. This course will provide students with content and skills that enable them to apply specific knowledge in their own personal behaviors and environments. This course builds the skills students need to recognize and resist negative influences. It includes decision-making, goal setting, communication, and interpersonal skills.</p>
<p>PHYSICAL EDUCATION</p> <p>A general physical education course for grades sixth through eighth (excluding students receiving Adapted or Modified/Specially Designed physical education).</p>

Life Skills Program

In grades 6 through 8, students are offered Life Skills courses for one hour a week.

LIFE SKILLS

LIFE SKILLS

This course contains units on Life Skills, Study Skills, Test Taking Skills, Drug Prevention, Environmental Issues, Career Awareness, and Character Development. Each middle school grade student will attend Life Skills one period per week. Life Skills themes are integrated into broader school wide activities including assemblies, field trips, displays, announcements, and the general curriculum. Parents will be informed about the topic of the week to cultivate their involvement and support at home.

Computers & Technology

MSA-3 implements computer literacy and computer science programs. In grades 6 through 8, students are offered Computers & Technology courses as elective.

COMPUTERS & TECHNOLOGY**COMPUTER SCIENCE & TECHNOLOGY**

The majority of our 6th grade students enter with almost no technology skills. As they progress into 8th grade and high school, they gain autonomy in choosing and advancing in the right tools for their projects. The 8th grade curriculum briefly introduces the topics that are taught at high school level through entry-level projects. Progression is individualized to address all students needs based on ability.

In conjunction with the Computer Technology instruction, MSA-3 implements a Computer Science curriculum, which complies with Computer Science Teachers Association (CSTA)'s 'Standards for K-12 Computer Science Education.' These standards constitute a framework with three levels:

Recommended Grade Level

- K-5
- 6-8 Level 2 - Computer Science and Community
- 9-12 Level 3 - Computer Science in the Modern World
 Concepts and Practices
 Topics in Computer Science

Level 2 (Grades 6–9) Computer Science and Community: Middle school students begin using computational thinking as a problem-solving tool. They begin to appreciate the ubiquity of computing and the ways in which computer science facilitates communication and collaboration. Students begin to experience computational thinking as a means of addressing issues relevant, not just to them, but to the world around them. The learning experiences created from these standards are relevant to the students and should promote their perceptions of themselves as proactive and empowered problem solvers. They are designed with a focus on active learning and exploration and can be taught within explicit computer science courses or embedded in other curricular areas such as social science, language arts, mathematics, and science.

Level 3 (Grades 8–12) Applying concepts and creating real world solutions: Level 3 is divided into three discrete courses, each of which focuses on different facets of computer science as a discipline. Throughout these courses, students can master more advanced computer science concepts and apply those concepts to develop virtual and real-world artifacts. The learning experiences created from these standards will focus on the exploration of real-world problems and the application of computational thinking to the development of solutions. They are designed with a focus on collaborative learning, project management, and effective communication.

MSA-3 will offer accelerated tracks on Computer Science curriculum. For students who are ready for an accelerated program, MSA will offer the Advanced curriculum in middle school where topics in Level 3 are covered.

The following summarizes the Computer Science curriculum:

- Middle school curriculum aims to provide strong skills in computer literacy and fundamentals of computational thinking. Programming and Discrete Math topics are infused into the curriculum. Programming topics are more intense in the 6th and 7th grades.
- 8th grade curriculum serves a transition between middle school and high school, topics focus on the conceptual understanding of high school electives.
- High school curriculum is composed of elective courses and AP Computer Science course. MSA-3 may provide the following elective course packages:

Computer Literacy

Computer Programming

Robotics

Web Design

Digital Art

AP Computer Science A

AP Computer Science Principles

COMPUTER PROGRAMMING BASICS

This course covers the principles and programming styles used in the design and implementation of contemporary programming languages. Students are introduced to the history of programming languages, language syntax and formal grammars, language processors such as compilers and interpreters, and generalized parsing strategies. The course focuses on particular language constructs and their realization in a variety of programming languages. A particular language such as C, BASIC, or Pascal is used to provide students with practical illustrations of various programming principles.

HIGH SCHOOL CURRICULUM

High school curriculum offers courses in core subjects of Mathematics, Science, English, and History/Social Science. In addition to the core subjects, and in accordance with UC/CSU A-G requirements, students are required to take two years of Physical Education, at least two years of Languages Other Than English (three years recommended), one year of Visual & Performing Arts, one year of Computers & Technology courses, and six semesters of electives for a standard diploma (see Graduation Requirements, below). All courses described below are one full year unless otherwise noted.

Mathematics

High school students are required to take at least three years of approved courses in Mathematics; four years are recommended. Students need to complete three years of math courses that include the topics covered in elementary and advanced algebra and two-and-three dimensional geometry before graduation. As described in the section above regarding Middle School Mathematics, in determining the mathematics course placement for entering students, the Charter School systematically takes multiple objective academic measures of student performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”);
- Placement tests that are aligned to state-adopted content standards in mathematics;

- Recommendation, if available, of each student’s prior year mathematics teacher based on classroom assignment and grades;
- Recommendation, if any, of each student’s current grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
- Final grade in mathematics on the student’s official, end of the year grade report card;
- Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year.

Pathway	Grade 9	Grade 10	Grade 11	Grade 12
Regular Pathway	Algebra I	Geometry	Algebra 2	Electives *
Accelerated Pathway 1	Geometry	Algebra 2	Electives *	Electives *
Accelerated Pathway 2	Algebra 2	Electives *	Electives *	Electives *

* *Electives in Mathematics include Precalculus, AP Precalculus, Financial Algebra, AP Statistics, AP Calculus AB, AP Calculus BC, Introduction to Data Science, and other math courses depending on student levels, needs/demands and availability of teachers and resources.*

ALGEBRA I

Algebra I will focus on five critical areas: (1) relationships between quantities and reasoning with equations, (2) linear and exponential relationships, (3) descriptive statistics, (4) expressions and equations, and (5) quadratic functions and modeling. This course builds on the foundation set in middle grades by deepening students’ understanding of linear and exponential functions and developing fluency in writing and solving one-variable equations and inequalities. Students will interpret, analyze, compare, and contrast functions that are represented numerically, tabular, graphically, and algebraically. Quantitative reasoning is a common thread throughout the course as students use algebra to represent quantities and the relationships among those quantities in a variety of ways. Standards of mathematical practice and process are embedded throughout the course, as students make sense and solve novel problems, reason abstractly, and think critically.

GEOMETRY

The purpose of the Geometry course is to introduce students to formal geometric proof and the study of plane figures, culminating in the study of right triangle trigonometry and circles. The course formalizes and extends students’ geometric experiences from the middle grades. Students will begin to prove results about the geometry of the plane by using previously defined terms and notions. Similarity is explored in greater detail, with an emphasis on discovering trigonometric relationships and solving problems with right triangles. In Geometry, instructional time will focus on six critical areas: (1) establish criteria for congruence of triangles based on rigid motions; (2) establish criteria for similarity of triangles based on dilations and proportional reasoning; (3) informally develop explanations of circumference, area, and volume formulas; (4) apply the Pythagorean Theorem to the coordinate plane; (5) prove basic geometric theorems; and (6) extend work with probability, in addition to building students’ strong understanding and use of the mathematical practices.

ALGEBRA 2

The Algebra II course extends students’ understanding of functions and the real numbers, and increases the tools students have for modeling the real world. Building on their work with linear, quadratic, and

exponential functions, students will extend their repertoire of functions to include logarithmic, polynomial, rational, and radical functions. In Algebra II, instructional time will focus on four critical areas: (1) relate arithmetic of rational expressions to arithmetic of rational numbers; (2) expand understandings of functions and graphing to include trigonometric functions—extended to all real numbers, and their graphs and properties are studied; (3) synthesize and generalize functions and extend understanding of exponential functions and their inverses to logarithmic functions; and (4) relate data display and summary statistics to probability and explore a variety of data collection methods. Students' statistics knowledge will extend to understanding the normal distribution, and they are challenged to make inferences based on sampling, experiments, and observational studies. The Standards for Mathematical Practice complement the content standards so that students increasingly engage with the subject matter as they grow in mathematical maturity and expertise throughout the high school years.

AP PRECALCULUS

Advanced Placement Precalculus is a dynamic and rigorous course designed to prepare students for the challenges of college-level mathematics and science courses. Throughout this course, students will explore everyday situations using powerful mathematical tools and lenses. The emphasis is on developing a robust understanding of modeling and functions, allowing students to analyze scenarios through multiple mathematical representations. The course framework outlines content and skills essential for careers in mathematics, physics, biology, health science, social science, and data science. Students will master the art of algebraically manipulating functions, equations, and expressions to solve complex mathematical problems, develop the skill of translating mathematical information seamlessly between various representations, such as graphical, numerical, symbolic, and verbal, apply mathematical modeling techniques to real-world scenarios, fostering an ability to analyze and interpret data in diverse contexts, cultivate a deep understanding of functions, their properties, and their role in mathematical modeling, hone the ability to communicate mathematical ideas with precision, using appropriate mathematical language and notation, develop the skill of providing well-reasoned rationales for mathematical conclusions, enhancing the ability to articulate problem-solving processes. By the end of the course, students will be well-prepared for college-level mathematics and science courses, equipped with the skills necessary for success in a variety of STEM-related fields.

PRECALCULUS

In Precalculus, students extend their work with complex numbers begun in Mathematics III or Algebra II to see that the complex numbers can be represented in the Cartesian plane and that operations with complex numbers have a geometric interpretation. They connect their understanding of trigonometry and the geometry of the plane to express complex numbers in polar form. Students begin working with vectors. Students also work with matrices, their operations, and find inverse matrices. They see the connection between matrices and transformations of the plane. Students use matrices to represent and solve linear systems. Students extend their work with trigonometric functions, investigating the reciprocal functions secant, cosecant, and cotangent and their graphs and properties. They find inverse trigonometric functions by appropriately restricting the domains of the standard trigonometric functions and use them to solve problems that arise in modeling contexts. Students add ellipses and hyperbolas to their work. They also work with polar coordinates and curves defined parametrically and connect these to their other work with trigonometry and complex numbers. Finally, students work with more complicated rational functions, graphing them and determining zeros, y-intercepts, symmetry, asymptotes, intervals for which the function is increasing or decreasing, and maximum or minimum points.

FINANCIAL ALGEBRA

Financial Algebra is a mathematical modeling course that is algebra-based, applications-oriented, and technology-dependent. The course addresses college preparatory mathematics topics from Advanced Algebra, Statistics, Probability, Pre-Calculus, and Calculus under seven financial umbrellas: Banking, Investing, Credit, Employment and Income Taxes, Automobile Ownership, Independent Living, and Retirement Planning and Household Budgeting. The course allows students to experience the interrelatedness of mathematical topics, find patterns, make conjectures, and extrapolate from known situations to unknown situations. The mathematics topics contained in this course are introduced, developed, and applied in an as-needed format in the financial settings covered. Students are encouraged to use a variety of problem-solving skills and strategies in real-world contexts, and to question outcomes using mathematical analysis and data to support their findings. The course offers students multiple opportunities to use, construct, question, model, and interpret financial situations through symbolic algebraic representations, graphical representations, geometric representations, and verbal representations. It provides students a motivating, young-adult centered financial context for understanding and applying the mathematics they are guaranteed to use in the future, and is thusly aligned with the recommendations of the Common Core State Standards, as stated in this excerpt all students should be strongly encouraged to take math in all years of high school. An array of challenging options will keep math relevant for students, and give them a new set of tools for their futures.

Laboratory Science

Students are required to take at least two years of Science, two of which are laboratory courses chosen from Biology, Chemistry, and Physics; three years are recommended.

LABORATORY SCIENCE CORE COURSES	
PHYSICS A/B	BIOLOGY A/B
The first course in physics with mathematical reasoning not exceeding the level of trigonometry. The course uses the concept of vectors. Physics concepts usually include conservation laws, motion, gravity, optics, energy, kinetic theory, fields and interactions, and atomic structure. This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.	Biology is the study of all living things. Living things are characterized as having the ability to reproduce, grow, adjust and adapt. This includes plants, animals and microorganisms. This course is designed to enhance student's awareness on the essentials of biology and the underline disciplines that it covers: Cell Biology, Genetics, Evolution, Physiology, Investigation and Experimentation. Students will be able to understand the relationship between living and nonliving things and their effects on each other. Students will be able to actively carry out investigations and experiments through a series of lab experiments. This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.
CHEMISTRY A/B	
This introductory course covers the basic topics of chemical bonds, periodicity, kinetic molecular theory, kinetics, energies, dynamic equilibrium, conservation laws, atomic and molecular theory, and	

chemical systems. The course usually includes applications of chemical principles. This course integrates curriculum which encompasses engineering design and engineering principles in alliance with the national science framework. This course also helps students learn about engineering design, technology, and applications of science as part of the curriculum.

EARTH SCIENCE

This course covers the fundamental topics associated with the formation and changes in the earth's crust, meteorology, astronomy, paleontology, materials of the earth, earth cycles, history of the earth, and earth in space. Geoscience is another name used to identify the course.

LABORATORY SCIENCE ELECTIVES

ENVIRONMENTAL SCIENCE A/B

This course uses an interdisciplinary approach to examine the interrelationship between organisms and their physical environment. Students gain an awareness and understanding about ecological concepts and current environmental issues regarding air quality, water resources, energy resources, integrated water management, and human and natural communities

English Language Arts

Students are required to take four years of approved courses in English.

ENGLISH

ENGLISH 9 A/B

English 9 builds upon the students' prior knowledge of grammar, vocabulary, word usage, and mechanics of writing, and usually includes the four aspects of language use: reading, writing, speaking, and listening. Various genres of literature, including expository and informational materials, are introduced, with written compositions in a variety of genres, often linked to the reading selections.

ENGLISH 10 A/B

English 10 offers students a balanced focus on composition and literature. Students learn to write persuasive, critical, and creative multi-paragraph thematic essays and compositions. The study of literature and other written material encompasses various genres as students improve their reading comprehension and develop the skills to determine the purposes and themes of authors and to recognize the techniques employed by authors to achieve their goals.

ENGLISH 11 A/B

English 11 courses continue to develop students' writing skills, emphasizing clear, logical writing patterns, word choice, and usage, as students write essays and learn the techniques of writing research papers. Students continue to read works of literature and other written materials that often form the backbone of the writing assignments.

ENGLISH 12 A/B

English 12 courses blend composition and literature as students write critical and comparative analyses of classic and contemporary literature and other written genres. Typically, multi-paragraph essays in a variety of genres predominate as the form of student composition, but one or more major research papers may also be required.

ENGLISH LANGUAGE DEVELOPMENT A/B

The course focuses on reading, writing, speaking, and listening. Students participate in extensive listening and speaking exercises. The course covers basic structures of the English language. Students progress from an elementary understanding of English words and verb tenses to a more comprehensive grasp of various formal and informal styles. The course may include an orientation to the customs/cultures of people in the U.S.

JOURNALISM A/B

Journalism prepares students for work on school newspapers by fostering habits of clear, concise, written expression and by developing the ability to write interestingly. The course improves students' use of grammar, spelling, punctuation, sentence and paragraph form, style, and structure and offers basic training in techniques of interviewing and news writing. It fosters a critical attitude toward news and develops the ability to evaluate the worth of publications through wide and intelligent readings of newspapers and periodicals.

History/Social Science

Students are required to take at least three years of History/Social Science, including World History, U.S. History, and American Government/Economics.

HISTORY/SOCIAL SCIENCE CORE COURSES	
WORLD HISTORY A/B	U.S. HISTORY A/B
This course provides an overview of the history of human society from early civilization to the contemporary period, examining political, economic, social, religious, military, scientific, and cultural developments. Students study cultures of the western and nonwestern world. The course integrates geography with history and cultural studies.	This course focuses on the examination of major turning points in American history in the twentieth century. The course emphasizes specific themes, such as the expanding role of the federal government and federal courts; the continuing tension between the individual and the state and between minority rights and majority power; the emergence of a modern corporate economy; the impact of technology on American society and culture; change in the ethnic composition of American society; the movements toward equal rights for racial minorities and women; and the role of the United States as a major world power.
AMERICAN GOVERNMENT	
Students apply knowledge gained in previous years of study to pursue a deeper understanding of the institutions of American government. They draw on their studies of American history and of other societies in the world today. This course prepares students to vote, to reflect on the responsibilities of citizenship, and to participate in community activities. Topics include the Constitution and the Bill of Rights; the Courts and the Governmental Process; Our Government Today; the Legislative and Executive Branches; Federalism; and State and Local Government. Contemporary issues, including key passages from the Federalist Papers and similar primary sources are studied in light of democratic principles.	

HISTORY/SOCIAL SCIENCE ELECTIVES	
AP GOVERNMENT AND POLITICS: UNITED STATES A/B	AP WORLD HISTORY A/B
This course provides students with an analytical perspective on government and politics in the United States, involving both the study of general concepts used to interpret U.S. politics and the analysis of specific case studies. Topics include	AP World History course is designed for students to develop a greater understanding of the evolution of global processes and contacts, in interaction with different types of human societies. This understanding is advanced through

constitutional underpinnings of U.S. government, political beliefs and behaviors, political parties and interest groups, the institutions and policy process of national government, and civil rights and liberties.	a combination of selective factual knowledge and appropriate analytical skills. The course highlights the nature of changes in international frameworks and their causes and consequences, as well as comparisons among major societies.
ECONOMICS	
In this course students deepen their understanding of the basic economic problems and institutions of the nation and world in which they live. They learn to make reasoned decisions on economic issues as citizens, workers, consumers, business owners and managers, and members of civic groups. This course enriches students' understanding of the operation and institutions of economic systems. Topics include Fundamental Economic Concepts, Comparative Economic Systems, Microeconomics, Macroeconomics, and International Economic Concepts.	

Language Other Than English

Students are required to take at least two years of a Language other than English in the same language; three years are recommended.

LANGUAGE OTHER THAN ENGLISH	
SPANISH 1-2-3 A/B	AP SPANISH LANGUAGE AND CULTURE A/B
This course is designed to teach students about the language and culture of the Spanish and Latin American people. The first-year course emphasizes communication, basic grammar and syntax, and simple vocabulary so that students can read, write, speak, and comprehend on a basic level. The second-year course enables students to expand upon what they have learned, increasing their skills and depth of knowledge. The course teaches students to appreciate the Spanish and Latin American cultures by acquainting students with art, literature, customs, and history of the Spanish-speaking people.	Courses for native speakers of Spanish support, reinforce, and build upon students' knowledge and skills in their primary language. Because students who enroll in these courses often are able to carry out a range of oral language functions with a high degree of competency, these courses often focus on literary development. These courses parallel English language arts in several ways, but especially those courses that emphasize composition and literature addressing ethnic themes. Often these courses also feature a strong cultural component focusing primarily on the study of histories and cultures within and beyond California and the United States of the respective ethnic group.
AP SPANISH LITERATURE AND CULTURE A/B	ETHNIC STUDIES A/B
The AP Spanish Literature and Culture course uses a thematic approach to introduce students to representative texts (short stories, novels, poetry, and essays) from Peninsular Spanish, Latin American, and United States Hispanic literature. Students continue to develop proficiencies across the full range of the modes of communication (interpersonal, presentational, and interpretive), honing their critical reading and analytical writing skills. Literature is examined within the context of its time and place, as students reflect on the many voices and	Ethnic studies courses typically cover an in-depth study of one or more ethnic groups, including their history, culture, achievements, contributions, barriers and strategies to overcome these barriers, and status in the United States. Ethnic studies courses present students with an opportunity to learn about the characteristics of America's ethnic groups and the similarities and differences of these groups in both their past and present experiences from multiple perspectives. Students learn that Americans, as descendants of many cultures, races, religions, and ethnic groups are bonded by a democratic vision of liberty, equality, and justice.

cultures present in the required readings. The course also includes a strong focus on cultural connections and comparisons, including exploration of various media (e.g., art, film, articles, and literary criticism).	
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Computers & Technology

Students are required to take at least one year of Computers & Technology.

COMPUTER TECHNOLOGY A/B

A generalized computer course that acquaints students with problem-solving methods, algorithm development, structured programming, and modular system design. Students are taught about abstract data structures, techniques for data manipulation and other fundamental concepts, such as recursion. Computer coding and program structure are often introduced using BASIC or another computer language such as C or Pascal. The course may provide opportunities to apply the learned skills to relevant applications, such as modeling, data management, graphics, and text processing. Students learn about computer organization, from digital logic and microprogramming through machine and assembly language.

ROBOTICS A/B

This instructional program prepares individuals to design, develop, program, and maintain robotic devices. It includes instruction in the history and development of robotic devices; the types of robotic devices used in industry and their component makeup; computer control systems and robot computer language programming; troubleshooting techniques, especially for servomechanisms, microprocessors, and computer operation; and the integration of these devices and factors into a total manufacturing system. The NGSS engineering standards addressed by this course fit within the Engineering, Technology and Applications of Science Disciplinary Core Idea. Specifically, the following NGSS standards are explored:

MS-ETS1-2. Evaluate competing design solutions using a systematic process to determine how well they meet the criteria and constraints of the problem.

MS-ETS1-4. Develop a model to generate data for iterative testing and modification of a proposed object, tool, or process such that an optimal design can be achieved.

HS-ETS1-2. Design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.

HS-ETS1-3. Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics as well as possible social, cultural, and environmental impacts.

Visual & Performing Arts

Students are required to take at least one year of Visual and Performing Arts and chosen from the following categories: dance, drama/theater, music, or visual art.

VISUAL & PERFORMING ARTS ELECTIVES

INTRODUCTION TO GRAPHIC DESIGN A/B

This course provides students with a foundational understanding of digital design, tools, processes and systems common to careers in graphic arts and digital production. Exploration topics include

printing enterprise, art and copy preparation, graphic design, image generation and assembly, production photography, graphic reproduction operations, binding and/or finishing related to digital imaging, printing, and digital production. This course serves as an introductory course to a variety of AME Pathways including, Graphic Arts, Professional, Photography, Animation, Game Design.

MUSIC APPRECIATION A/B

This class emphasizes listening activities related to the structure or design of the music from perceptual, creative, historical, and critical viewpoints using a variety of musical forms and styles.

HISTORY/APPRECIATION OF THEATER ARTS/FILM A/B

This course is for students who desire knowledge in the history of drama, plays, theater, and writers. The course may include the study of outstanding examples in the fields of motion pictures, radio, and television. The course includes instruction in reading, writing, critique processes, and research.

Physical Education

Students are required to take two years of P.E.

PHYSICAL EDUCATION I A/B	PHYSICAL EDUCATION II A/B
This course is the first year of the high school physical education sequence. It includes the required content areas; aquatics, rhythms/dance, individual and dual activities, mechanics of body movement, and the effects of physical activity on dynamic health.	This course is the second year of the high school foundation courses, it expands the content of course I and includes the remainder of the required content areas; gymnastics/tumbling, combatives, team sports, mechanics of body movement, and the effects of physical activity on dynamic health.

Advisory

In grades 9 through 12, students participate in an Advisory program for 25 minutes a day, every day. Students in 11th and 12th grades also can elect take a year-long College Readiness class.

ADVISORY PROGRAM
ADVISORY 9-10-11-12 A/B
Students take Advisory all four years of high school. Each student works closely with their Advisory teacher to develop their Four-Year Plans, exploring and setting academic and career goals. Students take part in team building activities, community service opportunities and work on their high school portfolio. Advisory also provides curriculum to increase student knowledge and ability in skills necessary for everyday living. The course emphasizes defining personal values, goal-setting and planning, making decisions and solving problems, evaluating information and dealing with media and peer pressure, communication and relationships, decision-making, wellness and personal safety, and contributing to your community.

COLLEGE READINESS 11 A/B	COLLEGE READINESS 12 A/B
The course focuses on preparing students to complete college applications by creating a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and FAFSA Forecaster.	The course focuses on preparing students to complete college applications by creating a portfolio that includes CSU Mentor High School Planner, UC/ Private School Personal Statement, EOP application, SAT/ACT registration and preparation, and FAFSA Forecaster.

Engineering

NGSS and the new CA Science Framework includes Engineering as a Disciplinary Core Idea (DCI) in teaching science. For the past two years, MPS science teachers have been using McGraw Hill Integrated Science (iScience) curriculum which encompasses engineering design and engineering principals in alliance with the national science framework. Therefore, in MPS all students learn about engineering design, technology, and applications of science as part of their core classes.

MSA-3 offers a curriculum and educational plan that addresses all areas of STEAM. Our high school students take three years of science, while two are required, with a fourth year available as an elective. Additional science electives are offered to middle school students such as Science Olympiads and computers.

Technology is a key component to our instructional delivery model, with each room equipped with laptops (1:1 student to computer ratio) and a blended learning model being utilized in many classrooms. Computer courses are offered at all levels and are also available after school. We offer one AP Computer course at the high school level. Furthermore, Engineering is embedded in electives offered.

Courses that promote Engineering include Computer Literacy, Robotics, and AP Computer Science Principles.

INNOVATIVE COMPONENTS OF THE INSTRUCTIONAL PROGRAM

As detailed in “Success of the Innovative Features of the Educational Program,” above, Magnolia Public Schools distinguishes itself from other schools by incorporating an extraordinary support program that includes home visits, extended learning (before and after-school, weekends and school vacations) and parent and community engagement. Data-driven instruction, differentiation, and targeted interventions support students in achieving success. Our unique College Mentorship Program, Life Skills and College Readiness classes help students plan for college, stay on track and get equipped with necessary skills/credentials for a desired college major.

INTERVENTION AND ENRICHMENT PROGRAMS

Please see the section below on Students with Special Needs, as well as the enrichment electives detailed above.

CURRICULAR AND INSTRUCTIONAL MATERIALS

MSA-3 utilizes California State Board of Education adopted instructional materials aligned with CCSS. The MPS Home Office works with teacher leaders to identify, evaluate, and select appropriate materials and to make modifications to core and additional instructional resources. Current curricula includes:

Math: HMH Into Math; Enrichment/Intervention: HMH Into Math, IXL, XtraMath, and Khan Academy, AP Calculus: Larson & Battaglia - Cengage Learning, AP Calculus BC: Rogawski & Cannon - Freeman

Science: McGraw Hill; Integrated Inspire Science California Inspire for; Glencoe Science; AP Biology: Campbell & Reece (8th Edition)

English Language Arts: McGraw Hill; McGraw Hill StudySync (6-12); AP English

ELD: McGraw Hill: StudySync ELD component

Social Science: TCI History Alive

Teachers are invited to utilize a myriad of additional resources online and in print, in consultation with the Principal and leadership team.

COMPREHENSIVE COURSE LIST

MSA-3 Middle School Courses		MSA-3 High School Courses		MSA-3 High School Courses	
Name	Grade	Name	Grade	Name	Grade
English Language Arts 6	6th	Advisory	9th, 10th, 11th, 12th	Biology	10th
English Language Arts 7	7th	AP Pre-Calculus	12th	Spanish 1	9th
English Language Arts 8	8th	AP Computer Science A	11th	Spanish 2	10th
Power English	6th,7th,8th	AP English Language & Composition	11th	Digital Arts	9th,11th
Creative Writing	6th, 7th, 8th	AP Spanish Language & Culture	10th	Robotics	11th
Grade 6 Math - Common Core	6th	AP Statistics	11th	Computer Technology	9th, 10th, 11th
Grade 7 Math - Common Core	7th	AP Studio Art: 2-D Design	10th, 11th	Study Hour	11th, 12th
Grade 8 Math - Common Core	8th	AP United States History	11th	Physical Education I - HS	9th
Advanced Math	7th, 8th	AP World History	10th	Physical Education II - HS	10th
Power Math	6th,7th,8th	ELD - English Language Development	9th, 10th, 11th,12th	Student Government	9th,10th, 11th, 12th
Life Skills	6th, 7th, 8th	English 9	9th	Journalism	11th, 12th
History - Social Science 6	6th	English 10	10th	World History	10th
History - Social Science 7	7th	English 11	11th	AP Government and Politics	11th
History - Social Science 8	8th	English 12	12th	Spanish 3	11th
Computer Science & Technology	8th, 7th, 8th	Algebra I	9th	Introduction to Graphic Design	10th
Digital Arts: Film Production		Geometry	9th,10th	Music Appreciation	10th
Science 6	6th	Algebra 2	11th	History Appreciation of Theater Arts Film	11th
Science 7	7th	Precalculus	11th	College Readiness	11th, 12th
Science 8	8th	World History	10th		
ELD - English Language Development	6th, 7th, 8th	United States History	11th		
Spanish		American Government	12th		
Computer Literacy I	6th, 7th	Economics	12th		
Computer Programming	7th,8th	Ethnic Studies	12th		
Digital Arts	7th	Advanced Leadership	12th		
Physical Education	6th, 7th, 8th	History in Film	9th, 11th		
Sustained Silent Reading (SSR)	6th, 7th, 8th	Conceptual Physics	9th		
Accelerated Math	8th, 7th	Algebra I	9th		
Accelerated Math	7th, 8th	Geometry	9th, 10th		
Algebra I	7th, 8th	Financial Algebra	10th		
Geometry	7th, 8th	Physics	11th		
Graphic Art and Design	6th, 7th, 8th	Chemistry	10th		
Health Education	8th, 7th, 8th	Earth Science	9th		
		Environmental Science	9th, 10th		

INSTRUCTIONAL METHODS AND STRATEGIES

Our instructional methods and strategies, all research-based and proven successful with diverse student populations including the students we serve across MPS, are thoughtfully designed to meet the multifaceted needs of our learners. All MSA-3 faculty members will utilize the Understanding By Design model to backward plan instruction, incorporating differentiation to support students with specific needs. Drawing inspiration from the detailed description of our model contained in the charter petition, as well as influential works such as Alan Blankstein's "Failure Is Not an Option," Dr. Robert Marzano's "Classroom Management That Works," Carol Ann Tomlinson's "How To Differentiate Instruction In Mixed-Ability Classrooms," Doug Lemov's "Teach Like A Champion," Zaretta Hammond's "Culturally Responsive Teaching and The Brain," and incorporating principles of Universal Design for Learning, Multi-Tiered System of Supports, techniques from the "Get Better Faster" framework, and placing a heightened focus on SEL, mental and emotional health, and trauma-informed practices, our faculty is exceptionally equipped with evidence-based strategies for effective teaching.

We place a robust emphasis on integrating the curriculum through cross-disciplinary learning on a daily basis. Teachers are dedicated to making learning not only relevant and engaging but also emotionally supportive by adopting a constructivist, project-based approach, as detailed above in the section, Instructional Design. This involves frequent connections to real-world applications, incorporating inquiry, research, reflection, problem-solving, and critical thinking into our instructional methods. As students master content, they are concurrently guided in developing essential learning skills. Our instruction is deeply rooted in thematic integrated approaches, incorporating application-oriented activities such as projects that draw from ELA, science, math, history, the arts, computer/technology, and more. This interactive and collaborative approach ensures that assignments are meaningful, engaging, and concepts are authentic. Moreover, UDL provides a framework for creating flexible and inclusive learning environments that cater to the diverse needs of all students. By incorporating UDL principles, our instructional methods are designed to be accessible to learners with varying abilities and learning styles, ensuring that every student can actively participate and succeed in the learning process.

Additional aspects of our model and strategies such as MTSS, CLRT practices, social-emotional learning embedded throughout the program both explicitly and implicitly, and leveraging technology – especially adaptive learning programs – all help us ensure that each individual student is met where their needs are, with differentiation in how learning is structured, delivered and demonstrated.

HOW THE SCHOOL'S INSTRUCTIONAL METHODOLOGIES AND CURRICULUM WILL ENSURE STUDENT MASTERY OF THE CALIFORNIA CCSS AND OTHER STATE CONTENT STANDARDS

All courses have been designed in alignment with the California state standards (www.cde.ca.gov/be/st/ss) including the California Common Core State Standards (CA CCSS) (www.corestandards.org) and Next Generation Science Standards (NGSS). Our faculty receives training and support in ensuring our students receive individualized support and instructional strategies as they work to master the content standards, including new CA CCSS standards and designing lesson plans that ensure alignment to the CA CCSS.

HOW THE INSTRUCTIONAL PROGRAM WILL SUPPORT STUDENT DEVELOPMENT OF TECHNOLOGY-RELATED SKILLS AND STUDENT USE OF TECHNOLOGY

At MSA-3, every teacher has access to dedicated computers in their own classrooms to prepare teaching activities such as class documentary movies, presentations, etc. Wireless network access is available at MSA-3. Teachers use various types of technology during classroom instruction, including computer and projector, interactive technology tools, access to educational websites such as BrainPOP, Renaissance Learning, just to name a few. Furthermore, the school utilizes computers to support the instructional and managerial needs, such as online grades and attendance information, online homework, and student progress reports for parents using the Infinite Campus, school information system.

During intervention, teachers use educational materials that provide review, re-teach and enrichment programs. Resources such as McGraw Hill Publisher's resources, Curriculum Associates' Ready Common Core program, and Khan Academy, allow teachers to monitor the progress of students who are achieving below grade level and provide software generated tests and personalized instructional materials based on common core and California content standards/framework which have not been achieved.

Students at MSA-3 develop their ability to use technology as a tool for learning, research, observation, and communication. MSA-3 encourages parents' active use of school's technology resources by offering free tutorial sessions on how to track student's performance using Infinite Campus and providing computer access to all parents. MSA-3 is aware of the fact that, given its target population, a high percentage of students may have either limited or no access to any computer outside the school. MSA-3's computer science curriculum is designed for students with limited computer experience. Students requiring extra time with a computer have the opportunity to visit the computer lab after school.

GRADUATION REQUIREMENTS

Our mission is that 100% of middle school students will complete courses in grades 6-8 in three years passing with a grade of "C" or better and that all high school students will pass all required courses and electives with a grade of "C" or better to graduate in four years with a minimum of 210 credits. Credits are earned on a semester basis in high school with each course worth five (5) credits per semester (i.e., a year-long course is worth 10 credits). All pertinent high school courses will be submitted to UC Doorways and are A-G approved.

MSA-3 offers three different high school diploma types: standard, advanced, and honors. Each diploma has minimum requirements that meet and exceed the state graduation requirements and the UC/CSU A-G requirements. Specific requirements will include:

- at least 30 semester credits of math for a standard diploma and 40 semester credits of math for an advanced or honors diploma. These credits can be earned in middle school, but year requirements still apply. See below.
- enrollment in a math course for at least two years in grades 9-12 for a standard diploma (state requirement) and at least three years in grades 9-12 for an advanced or honors diploma. For example; a student may take Algebra-I in seventh grade, Geometry in eighth grade, and Algebra II in ninth grade. The student still needs to take one more year of math for a standard diploma and two more years of math for an advanced or honors diploma.
- earn 40 hours of community service before graduation for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.
- in order to participate in any senior activities (prom, grad night, senior picnic, and graduation), students must have a total of 150 credits at the beginning of the first semester and/or 180 credits at the beginning of the second semester of senior year.
- students have to fulfill all of the graduation requirements to participate in the Graduation Ceremony.

MSA-3 Graduation Requirements

Subject Area	Minimum Course Requirements	STANDARD Diploma	ADVANCED Diploma	HONORS Diploma
(a) History/Social Science	Three years	30	30	30
(b) English	Four years	40	40	40
(c) Mathematics	Three years (Four years recommended)	30	40	40
(d) Science	Two years with lab required; (Three years recommended)	20	30	40

(e) Language Other Than English	Two years in same language required. (Three years recommended)	20	20	20
(f) Visual & Performing Arts	One year	10	10	10
(g) Electives*	20 credits for all diploma types.	20	20	20
Physical Education	Two years required.	20	20	20
Computers & Technology	One year required.	10	10	10
TOTAL REQUIRED CREDITS		200	220	220
AP Course / College Credit Requirements	AP courses can be taken to meet minimum requirements or as elective.	N/A	10	20
College/Career Prepared Designation	Designation of "Prepared" on the College/Career Indicator (CCI).	N/A	P	P
Other Requirements	Minimum Cumulative GPA Required Service-Learning Hours	2.00 N/A	3.25 40 hrs.	3.50 40 hrs.

**Elective / AP course offerings may change depending on student needs/demands and availability of teachers and resources.*

CREDIT RECOVERY OPPORTUNITIES

MSA-3 will use the online credit recovery program Ingenuity. When students need to recover credits from non-passed courses, the following supports will be provided to all student groups and students transferring in:

- Summer Session Credit Recovery
- Online Credit Recovery Courses
- Tutoring: Before-school, after-school or Saturdays

ENSURING TRANSFER STUDENTS CAN MEET GRADUATION AND COLLEGE ENTRANCE REQUIREMENTS

Upon enrollment, counselors work with individual students to create a Four-Year Plan to meet the requirements for graduation. This plan is monitored and updated once per semester during the school year. Counselors help ensure that each student is enrolled in appropriate courses, and that each student has the support he or she needs to successfully complete graduation requirements. Minimum requirements for a standard diploma align with UC/CSU A-G requirements.

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES (WASC)

MSA-3 is accredited by Western Association of Schools and Colleges (WASC) through June 2028. Currently, the school contributes members to participate on visiting committees. MSA-3 will follow up and complete all necessary steps for accreditation beyond June 2028.

INFORMING PARENTS, INCLUDING PARENTS WITH LIMITED ENGLISH, ABOUT COURSE TRANSFERABILITY AND COLLEGE ENTRANCE REQUIREMENTS

All A-G courses at MSA-3 are transferable to other public schools, and meet the rigorous requirements for admission to the UC/CSU system. Parents are notified about the transferability of courses and the eligibility of courses to meet college entrance requirements through the Student/Parent Handbook, which is available in both English and Spanish, and through meetings with the Dean of Academics &

College Advisor. Every transfer student participates in an intake meeting which includes a review of his/her transcript and tracking towards graduation. Every exiting student will also receive a transcript to provide him/her with an official record of courses completed and credits earned. In addition, the Charter School's master schedule will be informed by student needs to ensure sufficient intervention opportunities are available for the student population.

ACADEMIC CALENDAR AND SCHEDULES

MSA-3 offers, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by *California Code of Regulations*, title 5, section 11960.

ACADEMIC CALENDAR

MPS announces its annual calendar before the beginning of each instructional year. Following is a detailed calendar for 2024-25, followed by a more summary draft instructional calendar for the 2025-26 school year.

MSA-3 Academic Calendar 2024-2025

August 2024					
Wk	Mon	Tues	Wed	Thurs	Fri
SB				1	2
SB	5	6	7	8	9
1	12	13	14	15	16
2	19	20	21	22	23
3	26	27	28	29	30

January 2025				
Mo	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

September 2024					
Wk	Mo	Tu	We	Th	Fr
	2	3	4	5	6
4	9	10	11	12	13
5	16	17	18	19	20
6	23	24	25	26	27
7	30				

February 2025				
Mo	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October 2024					
Wk	Mo	Tu	We	Th	Fr
8		1	2	3	4
9	7	8	9	10	11
10	14	15	16	17	18
11	21	22	23	24	25
12	28	29	30	31	

March 2025				
Mo	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November 2024					
Wk	Mo	Tu	We	Th	Fr
12					1
13	4	5	6	7	8
14	11	12	13	14	15
TB	18	19	20	21	22
15	25	26	27	28	29

April 2025				
Mo	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

December 2024					
Wk	Mo	Tu	We	Th	Fr
	2	3	4	5	6
16	9	10	11	12	13
WB	16	17	18	19	20
WB	23	24	25	26	27
WB	30	31			

May 2025				
Mo	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

LEGEND / DISMISSAL TIMES	
	NO SCHOOL DAY
	REGULAR DAY (DISMISSAL AT 3:35)
	MINIMUM DAY (DISMISSAL AT 1:30 PM)

**GREAT DAY to be
A VIPER!**

June 2025				
Mo	Tu	We	Th	Fr
2	3	4	5	6
9	10	11	12	13

SCHOOL STARTS AT 8:30AM
Warning Bell at 8:25am

Rev. 7.18.24

i n g s	MPS Admin Training	Tue, Wed 7/30-7/31		
	MPS All Staff Training	Fri. 8/2		
	MPS New Teacher Training	Thur 8/8		
	MSA-3 In Service Training	Mon-Wed 8/5-8/7		
	Orientation for All Students & Families	Fri. 8/9		
	1st Day of School	Tue. 8/13		
	Picture Day			
	Labor Day - No School	Mon. 9/2		
	Back to School Night	Thu. 9/19		
	Pupil Free Day/Fall symposium	Fri. 9/20		
	Progress Report-1	Fri. 9/27		
	F a l l	Picture Make-up Day		
		Parent Teacher Conferences	Thu. 10/10	
		Minimum Day	Fri. 10/11	
		Progress Report-2	Fri. 11/1	
		Veterans Day - No School	Mon. 11/11	
		Minimum Day	Fri. 11/22	
		Thanksgiving Break - No School	11/25-11/29	
Finals/Minimum Day/Staff PD		Dec 10-13		
Report Card #1		Fri. 12/13		
Winter Break - No School		12/16-1/3		
Pupil Free Day		Mon. 1/6		
S e s t e r		First Day of 2nd Semester	Tue. 1/7	
		Civil Rights Day/MLK Day - No School	Mon. 1/20	
		Minimum Day	Fri. 2/14	
		Presidents Day - No School	Mon. 2/17	
		Progress Report-3	Fri. 2/21	
		S p r i n g	Parent Teacher Conferences	Thur. 2/27
			Minimum Day	Fri. 2/28
	Pupil Free Day - No School		Fri. 3/7	
	Cesar Chavez Day - No School		Mon. 3/31	
	Minimum Day		Fri. 4/11	
	Spring Break - No School		4/14- 4/18	
	Progress Report-4		Fri. 4/11	
	Minimum Day		Fri. 5/23	
	Memorial Day - No School		Mon. 5/26	
	Spring Semester Finals		Mon 6/2-6/3	
	Minimum Day		Thur. 6/5 - 6/6	
	Last Day of School-GRADES DUE Min.Day		Fri. 6/6	
	8th Culmination /12th Graduation		TBD	
State Testing (SBAC)				
CAST Science Test (8th &11th)	April 16 & April 18			
CAASPP Testing	April 22- May 3			
MAP Test Dates				
MAP Test 1	Mon. 8/21			
MAP Test 2	Mon. 5/20			
Parent Teacher Conference Dates				
Fall Parent Teacher Conferences	10/11-10/12			
Spring Parent Teacher Conferences	2/28-2/29			

2025-26 DRAFT ACADEMIC CALENDAR

			Holidays & Breaks
			Important Dates
JUL	Independence Day	7/4 (Fri)	
AUG	First Day of Instruction	8/11 (Mon)	
SEP	Labor Day	9/1 (Mon)	
SEP	Staff P.D. Day (Pupil Free Day)	9/19 (Fri)	
NOV	Veterans Day	11/11 (Tue)	
NOV	Thanksgiving Break	11/24-11/28	
DEC	Last Day of First Semester	12/12 (Fri)	
DEC	Winter Break	12/15-1/2	
JAN	Staff P.D. Day (Pupil Free Day)	1/5 (Mon)	
JAN	First Day of Second Semester	1/6 (Tue)	
JAN	M. L. King Day	1/19 (Mon)	
FEB	Presidents' Day	2/13-2/16	
FEB	Staff P.D. Day (Pupil Free Day)	2/27 (Fri)	
MAR	Cesar Chavez Day	3/27 (Fri)	
APR	Spring Break	3/30-4/3	
MAY	Memorial Day	5/25 (Mon)	
JUN	Last Day of Instruction	6/5 (Fri)	
JUN	Juneteenth	6/19 (Fri)	
	# of Instructional Days:	180	
	# of Staff P.D. (Pupil Free) Days:	3	

SAMPLE DAILY SCHEDULES

Students attend school from 8:30 a.m. – 3:40 p.m. each day, with early release at 1:41 p.m. on Wednesday.

MSA-3 Middle School Sample Schedules**Regular Day (Monday-Tuesday, Thursday-Friday)**

	Grade 6 (32.5 Credits)	Grade 7 (32.5 Credits)	Grade 8 (32.5 Credits)	Instructional Minutes
Period 1 8:30-9:25	Physical Education	Integrated Science 7	Math 8	55
Nutrition 9:25-9:35				0
Period 2 9:40-10:30	English Language Arts 6	Physical Education	History-Social Science 8	50
SSR 10:35-11:10	SSR	SSR	SSR	35
Period 3 11:15-12:10	Computer	History-Social Science 7	Integrated Science 8	55
Lunch 12:10-12:40				0

Period 4 12:45-1:35	History-Social Science 6	Spanish	English Language Arts 8	50
Period 5 1:45-2:40	Integrated Science 6	English Language Arts 7	Fundamentals of Art	55
Period 6 2:45-3:40	Math 6	Math 7	Physical Education	55
Total Instructional Minutes (with passing periods):			390	

MSA-3 Middle School Sample Schedules**Early Dismissal Day (Wednesday)**

	Grade 6 (32.5 Credits)	Grade 7 (32.5 Credits)	Grade 8 (32.5 Credits)	Instructional Minutes
Period 1 8:30-9:10	Physical Education	Integrated Science 7	Math 8	40
Breakfast 9:10-9:25				0
Period 2 9:30-10:30	Integrated Science 6	English Language Arts 7	Fundamentals of Art	60
Period 3 10:35-11:15	Math 6	Math 7	Physical Education	40
Period 4 11:20-12:00	Computer	History-Social Science 7	Integrated Science 8	40
Period 5 12:05-12:45	History-Social Science 6	Spanish	English Language Arts 8	40
Period 6 12:50-1:31	English Language Arts 6	Physical Education	History-Social Science 8	41
Lunch 1:31-1:41				0
Total Instructional Minutes (with passing periods):			286	

MSA-3 High School Sample Schedules**Regular Day (Monday-Tuesday, Thursday-Friday)**

	Grade 9 (32.5 Credits)	Grade 10 (32.5 Credits)	Grade 11 (32.5 Credits)	Grade 12 (25.5 Credits)	Instructional Minutes
Period 1 8:30-9:25	Computer Literacy 2 (HS Grad Reqts)	Physical Education 2 (HS Grad Reqts)	English 11 (A-G & HS Grad Reqts)	English 12 (A- G & HS Grad Reqts)	55
Breakfast 9:25-9:35					0

Period 2 9:40-11:10	English 9 (A-G & HS Grad Reqts)	World History (A-G & HS Grad Reqts)	Physics (A-G & HS Grad Reqts)	Advanced Leadership (A-G & HS Grad Reqts)	90
Period 3 11:15-12:10	Biology (A-G & HS Grad Reqts)	English 10 (A-G & HS Grad Reqts)	AP U.S. History (A-G & HS Grad Reqts)	AP Calculus (A-G & HS Grad Reqts)	55
Period 4 12:15-1:10	Spanish 1 (HS Grad Reqts)	Chemistry (A-G & HS Grad Reqts)	AP Art (A-G & HS Grad Reqts)	Robotics (HS Grad Reqts)	55
Lunch 1:10-1:40					0
Period 5 1:45-2:40	Physical Education 1 (HS Grad Reqts)	Spanish 2 (HS Grad Reqts)	Algebra 2 (A-G & HS Grad Reqts)	Ethnic Studies (HS Grad Reqts)	55
Period 6 2:45-3:40	Algebra I (A-G & HS Grad Reqts)	Geometry (A-G & HS Grad Reqts)	AP Computer Science (A-G & HS Grad Reqts)	American Government (A-G & HS Grad Reqts)	55
Total Instructional Minutes (with passing periods):			390		

MSA-3 High School Sample Schedule
Early Dismissal Day (Wednesday)

	Grade 9 (32.5 Credits)	Grade 10 (32.5 Credits)	Grade 11 (32.5 Credits)	Grade 12 (25 Credits)	Instructional Minutes
Period 1 8:30-9:10	Computer Literacy 2 (HS Grad Reqts)	Physical Education 2 (HS Grad Reqts)	English 11 (A-G & HS Grad Reqts)	English 12 (A-G & HS Grad Reqts)	40
Breakfast 9:10-9:25					0
Period 2 9:30-10:30	English 9 (A-G & HS Grad Reqts)	World History (A-G & HS Grad Reqts)	Physics (A-G & HS Grad Reqts)	Advanced Leadership (A-G & HS Grad Reqts)	60
Period 3 10:35-11:15	Physical Education 1 (HS Grad Reqts)	Spanish 2 (HS Grad Reqts)	Algebra 2 (A-G & HS Grad Reqts)	Ethnic Studies (HS Grad Reqts)	40
Period 4 11:20-12:00	Spanish 1 (HS Grad Reqts)	Chemistry (A-G & HS Grad Reqts)	AP Art (A-G & HS Grad Reqts)	Robotics (HS Grad Reqts)	40
Period 5 12:05-12:45	Algebra I (A-G & HS Grad Reqts)	Geometry (A-G & HS Grad Reqts)	AP Computer Science (A-G & HS Grad Reqts)	American Government (A-G & HS Grad Reqts)	40

Period 6 12:50-1:31	Biology (A-G & HS Grad Reqts)	English 10 (A-G & HS Grad Reqts)	AP U.S. History (A-G & HS Grad Reqts)	AP Calculus (A-G & HS Grad Reqts)	41
Lunch 1:31-1:41					0
Total Instructional Minutes (with passing periods):			286		

INSTRUCTIONAL DAYS AND MINUTES

Based on the sample school calendar and bell schedules above, the following table shows calculation of the instructional minutes that will be offered at the Charter School for the 2024-25 school year.

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
6	Yes	132	390	0	0	48	286	0	0	180	54000	65208	11208
7	Yes	132	390	0	0	48	286	0	0	180	54000	65208	11208
8	Yes	132	390	0	0	48	286	0	0	180	54000	65208	11208
9	Yes	132	390	0	0	48	286	0	0	180	64800	65208	408
10	Yes	132	390	0	0	48	286	0	0	180	64800	65208	408
11	Yes	132	390	0	0	48	286	0	0	180	64800	65208	408
12	Yes	132	390	0	0	48	286	0	0	180	64800	65208	408

PROFESSIONAL DEVELOPMENT

TEACHER RECRUITMENT

The Principal establishes a hiring committee that may consist of the Principal, Assistant Principal, Dean of Academics, Dean of Students, and a teacher of the relevant subject from MPS. The Home Office staff joins the school-level hiring committee as needed. If applicable, the interview process includes, but is not limited to, a sample lesson through which prospective teachers' classroom management skills and subject competency are observed. In addition, teachers' technology and computer skills are tested and MPS' years-of-success in hiring qualified teachers has proven this process to be very effective. The following schedule is used in the hiring process:

- In order to recruit new teachers, the Principal with the support of Human Resources will start advertising on frequently visited websites such as <http://www.edjoin.org> and in local newspapers by the beginning of February. Referrals from MPS' staff and parents will also be taken into consideration.
- The hiring committee will conduct interviews during the months of February through August to hire the teachers. The hiring committee will consider the school's mission and the target student population in selecting the most qualified teachers for the positions available.

PROFESSIONAL DEVELOPMENT

Professional development occurs at the MPS organizational level and within each school. In addition to ongoing professional development activities that support efforts to increase student academic performance, MSA-3 provides all staff with multiple opportunities to grow professionally. MSA-3 assesses staff professional development needs through formal and informal performance observation and surveys. Based on these data and combined with the school improvement plan in our Single Plan for Student Achievement, MPS determines common staff development days, and tailors staff development to individual staff needs.

Professional Learning Communities (PLCs)

MSA-3 is organized into Professional Learning Communities (PLCs) by grade level and by department. PLCs seek to transform a school into a community that fosters mutual cooperation, emotional support, personal growth, and a synergy of effort. Combined with the school improvement plans in our Single Plan for student Achievement, the answers to the following questions are studied in PLCs:

- How do we ensure that students learn?
- How do we foster a culture of collaboration?
- How do we ensure results?

We use PLCs to:

- Clarify intended outcomes
- Develop common assessments
- Jointly analyze student achievement data
- Establish team improvement goals
- Share best practices and materials
- Engage in collective inquiry and action research regarding student learning
- Support system and sense of efficacy
- Promote more engaged, motivated, and successful students with reduced absenteeism
- Focus on students' needs academically and behaviorally

In addition to site-based PLCs, teachers participate in virtual Magnolia Public Schools-wide department PLC meetings throughout the school year, facilitated by Teachers On Special Assignment. Common instructional strategies, assessments strategies, and re-teaching strategies are typical topics of collaboration.

School-wide Meetings and Professional Development Activities

Department Level Staff Meetings

All teachers meet departmentally every month to:

- Share Time: Presentation by a member on an effective classroom strategy
- Vertically align curriculum
- Analyze student achievement data (NWEA MAP, CAASPP/CAA, CAST, ELPAC, online blended learning data, grades)
- Improve instructional strategies per data indicators
- Differentiate instruction
- Plan major departmental events
- Discuss other departmental issues and policies

Department Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Grade Level Staff Meetings

Grade level teachers meet once a month and collaborate on the issues below:

- Classroom strategies
- Sharing promising practices
- Curricular and academic issues (grading uniformity, homework load, differentiation, and other academic issues)
- Support for students with academic challenges (IEP, 504, MTSS, SSR, Tutoring)
- Discussion of student academic supports (peer tutoring, mentorships)
- Long-term projects (science fair projects, English & history & math projects)
- Integration/thematic units/horizontal alignment of the curriculum
- Field trips
- Discussions and strategies for students with behavioral problems
- School/grade level wide incentive programs
- Other common grade level and school wide issues

Grade Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Wrap Up Meetings

MSA-3 staff participates in end-of-the-year meetings to focus on evaluation of student achievement data, effectiveness of the programs such as testing, curriculum, and intervention programs, counseling, after school, and other school matters. These meetings help staff prepare a professional learning plan for themselves and review what worked well during the school year. These plans and feedback are addressed in the summer in-service program.

Summer in-service programs

MSA-3 holds orientations and trainings for both new and veteran teachers to familiarize them with policies and procedures regarding the schools' operations, and the academic and education program goals for the year. A teacher workshop/summer in service program is held in August for about two weeks. The program consists of at least four days of intensive training, after which teachers continue their studies at their school sites and communicate with each other via grade level and subject area email groups.

Peer Observations

MPS believes that every effective teacher is a reflective practitioner who continually evaluates the effects of his or her choices and actions on others (students, parents, and other professionals in the learning community) and who actively seeks out opportunities to grow professionally. Therefore, each teacher is required to make monthly class visits to other teachers' classrooms to observe effective strategies and reflect on his/her observations by using peer observation beneficiary forms. These forms are used to create a professional development plan for individual growth.

Formal Observations/Evaluations

All teachers are observed in the classroom by department chairs and the administrative team (Dean of Academics, Principal and Chief Academic Officer). A rubric guides observation and allows for the

development of constructive feedback. MPS' formal teacher evaluation program is comprehensive and includes an evaluation of academic performance of their students. All teachers are evaluated annually. A pre-conference and post conference are scheduled for each of the evaluation.

Walkthroughs

MPS administration/Department Chairs make regular walkthroughs in each teacher's classroom. This quick and informal visit provides teachers immediate and constructive feedback in specific areas to improve instruction and student learning.

Beginning Teacher Support and Assessment Program (BTSA)

MPS provides new teachers with BTSA, a two-year program that provides beginning teachers with collegial support, guidance, professional development, motivation to continue in the profession, and training. It links college level teacher preparation with classroom application.

Ongoing Professional Development Program for Special Education

MSA-3 conducts ongoing in-services for special education. During the August in-service training a specialist trains our entire staff about services and programs related to students with learning disabilities. MSA-3's special education teachers train the staff on the IEP documentation and how to implement accommodations and modifications in a general education classroom. Our special education teachers attend workshops and trainings provided by the District/County and attend a resource conference to hear from additional experts in the field of special education. In addition to the August sessions, MSA-3 conducts quarterly training sessions about special education. Special education teachers and paraprofessionals who are authorized to handle crisis situations and physically restrain students will complete specialized training in behavioral interventions, such as Crisis Prevention Institute ("CPI"), prior to placement in the classroom.

MEETING THE NEEDS OF ALL STUDENTS

At MSA-3, support and intervention begin with high-quality instruction and universal screening of all children within the general education setting, through an MTSS-approach detailed fully above in the section, *Personalized Learning with Flexible Supports, a Multi-Tiered System of Supports ("MTSS") Model*. Through the use of formative assessments such as the MAP test, schools establish a baseline to identify students who need additional support and struggling learners are provided classroom accommodations and differentiated instruction to meet their needs. Academic supports include technology-rich instruction, progress monitoring, differentiated learning, group interventions and classroom accommodations. Using strategies and tools such as adaptive programs, NWEA MAP universal screening, Integrated and Designated ELD, Explicit Direct Instruction, and Culturally Responsive Teaching. Behavioral and socio-emotional supports are centered around School-Wide PBIS, led by the Dean of Students. With clear expectations taught through a Life Skills course students earn rewards for desired behaviors. Assemblies, student surveys and our Student Support and Progress Team process (described below) encourage student participation and voice.

During intervention, teachers use educational materials that provide review, reteach and enrichment programs, customizing instruction to meet individual student needs based on data. McGraw Hill's publisher resources, Khan Academy, IXL, and HMH math resources allow teachers to monitor the

progress of students who are achieving below grade level and provide software generated tests and personalized instructional materials based on CCSS and areas of growth.

STUDENT SUPPORT AND PROGRESS TEAM (“SSPT”)

The SSPT uses a collaborative model to identify interventions for improved student performance in order to have early identification and provision of supports to students who are struggling academically, linguistically and/or behaviorally. The process will emphasize that early intervention for underachieving and struggling students is a function of our differentiated instructional program.

The SSPT may include, but is not limited to:

- Principal (required)
- Student’s Classroom Teacher (TK-5) or Advisor (6-12) (required)
- Parent/Guardian (required)
- Student (as appropriate)
- Psychologist/Social Worker
- Teacher(s)
- Special Ed Teacher
- EL Coordinator
- Parent Liaison

The Principal engages in regular school-wide data analysis reflections, including reviewing the SSPT caseload by grade level and student groups. The MTSS intervention process uses the following to inform, monitor, and implement support strategies:

- Historical student data (where available)
- CAASPP results
- NWEA MAP diagnostic and assessment data
- CAASPP IBAs/ICAs
- AP, SAT and ACT results
- Progress monitoring
- Classroom Assessment Data

SSPT Referral Process

Any teacher or parent can request an SSPT review of a student’s needs for additional support and intervention. The Principal or his/her designee is responsive for scheduling an SSPT meeting when required participants are available and sends formal notification.

SSPT Meeting

The Principal or his/her designee prepares all materials for the SSPT meeting: sign-in sheet, meeting agenda, meeting minutes, referring documents and evidence. The Principal is the lead facilitator of the meeting, and will ensure all members participate. The Principal or his/her designee also prepares documentation of the plan the SSPT has devised and schedules the follow-up meeting (4-6 weeks after the initial meeting). All meeting participants that were assigned roles gather evidence and provide feedback around the interventions and supports listed in the SSPT meeting.

At the follow-up SSPT meeting, the participants review progress and determine next steps.

- If there is progress: the SSPT celebrates success with parents/guardians (and the student, if present) and determine which interventions/support are continued and the need for any additional follow-up, or whether the SSPT process can be concluded;
- If there is a lack of progress or need for additional follow-up: the SSPT prepares a plan to continue and/or revise interventions and, as needed, seeks expertise from additional personnel, including other leaders or other experts. As needed, the SSPT and parent/guardians discuss MSA-3's student retention policy if the student is at-risk of retention.

The Principal or his/her designee updates student records with SSPT documentation and schedule another 4-6 week follow-up meeting, if additional action steps are taking place.

MTSS TIERED INTERVENTIONS

The SSPT uses a systematic, whole-child approach to ensure student's needs are addressed through problem-solving, data-driven decision making, targeted interventions, and ongoing progress monitoring. Seeking to support students in acquiring linguistic, academic, behavioral, and social competencies, and to assist the Charter School in enhancing a collaborative and supportive culture for all stakeholders, the SSPT emphasizes early intervention for underachieving students. The SSPT system and practices, including instruction and PBIS, are aligned by MTSS, a school-wide system of initiatives, supports, resources, and continuous improvement processes.

Our entire educational program is designed to increase student achievement and close historic achievement gaps. In the MTSS model, Tier 1 includes universal support for ALL students, Tier 2 includes targeted interventions for those students who need extra support (based on data), and Tier 3 includes more intensive intervention and support for students who do not demonstrate success with Tier 2 strategies.

Tier 1: Instructional Design/Differentiation

In Tier 1, academic, linguistic, behavioral, and social-emotional learning interventions, including PBIS, provides a school-wide foundation for all students. Students receive whole-child, differentiated instruction and supplementary resources that aide high-quality core instruction, ongoing assessments and/or universal screenings. Through a Universal Design for Learning (UDL) approach, teachers differentiate instruction through presentation, process, and/or product. To maximize student growth, teachers add complexity to curriculum, scaffold lessons, pre-assess students to form small flexible groups, employ questioning strategies, and allow for independent study, preview, review, and more. School staff use predictable routines and clear, positively stated behavioral expectations to actively reinforce appropriate behaviors. At key points throughout the school year and using data-driven decision making, the SSPT monitors both the effectiveness of Tier 1 instruction and PBIS, and students' response to Tier 1 instruction. Tier 1 includes social emotional functioning supports. When any two to three subsequent assessment measures indicate a student needs more instruction, intervention, and/or SEL support to be successful, Tier 2 services are provided. Tier 2 supports are provided at the point the student indicates a struggle, and does not need to wait to adjust the student's individual program.

Implementation strategies in Tier 1 may include:

- StudySync, Khan Academy, BrainPOP, HMH Into Math and Into AGA, IXL Math
- Intervention block every day or 2-3 times per week (a student may have reading intervention on one day and math on the next)
- Intervention/Enrichment computer tutorials where the teacher can tutor selected students

- Specialist, instructional assistant, and volunteer support during intervention time
- Divide students up by need and send to different teaching team members for support during intervention blocks.

The length of time with these initial interventions may vary, but generally does not exceed 8 weeks. During that time, the school continues to evaluate student progress based on interim data such as Smarter Balanced Interim Block Exams, Comprehensive exams, and classroom assessments. At the end of this period, students showing significant progress are exited from interventions, while those needing more intensive supports are provided new, targeted interventions. An SSPT is gathered to determine the next level of tiered support.

Tier 2: Targeted Interventions

Tier 2 supports are administered in addition to continued Tier 1 supports within the classroom, and include added time for intervention, smaller group, and one-on-one support for a more targeted, intensive level of support. Tier 2 employs an evidence-based instructional program qualitatively different than the instructional program in Tier 1. Using data and evidence-based decisions, the SSPT monitors the effectiveness of, and student response to, Tier 2 instruction. When assessment measures indicate a student needs more instruction and intervention to access the core curriculum, Tier 3 services are provided. A student receives no more than two cycles of Tier 2 supports before triggering a new SSPT meeting with the entire team to determine a better course of action. This is to ensure a student does not lose time in a form of instruction that clearly does not serve them well personally.

Targeted interventions are utilized to create a high-quality differentiated environment where students are supported to engage at their optimal levels. The school uses co-teaching strategies, and “Power” classes for mathematics and ELA intervention. Additionally, students with targeted needs receive tutoring, Saturday and Summer school instruction is available universally. When students are identified as needing additional support, restorative practices are utilized such as peer mediation, newcomer and behavior management support groups, community restoration assignments, goal setting and monitoring and Edge Coaching.

Students not making adequate progress are matched with more intensive academic, social-emotional and/or behavioral support based on their needs. These services are provided by general education teachers, math and literacy coaches, and educational specialists. In small groups and within the general classroom setting, students may access:

- Power Classes (Math and English)
- Co-taught classes
- Push-in support
- Before and after school tutoring
- SSR/Advisory (see *Curriculum and Instruction* in Element 1 above)

Pull-out supports are utilized to support students who require additional academic support.

Students receiving targeted interventions may require a longer period of monitoring, however, it does not typically exceed a semester. Students who do not demonstrate progress are moved into a more intensive stage of intervention.

Tier 3: Intensive Interventions and Evaluation

Tier 3 requires daily intervention, and is provided in addition to Tier 1 and 2 supports. Tier 3 is comprised of highly targeted and intensive interventions for a very small number of students, utilizing a higher level of strategic collaboration and coordination among the generalized and specialized staff providing services to the student. Tier 3 interventions occur inside the classroom during the school day and during extended learning time (after-school, Saturdays, etc.), to support closing of the learning gap. Tier 3 students have more frequent check-ins for progress looking for both leading and lagging indicators of student improvement, and to make important timely course corrections.

Our school has both push-in and pull-out services with educational specialists to ensure students with the most significant needs are supported and obtain adequate educational benefit. Using our Special Academic Instruction program, teacher and special education aides (instructional aides), learning centers, and Saturday school, we are able to help our most impacted learners close the achievement gap. Support for our exceptional learners include search and serve to meet their needs and an accelerated math and English language arts pathway. Support for behavior and socio-emotionality are centered around restorative practices. Utilizing reflection committees, we determine the proper intervention for individual students. Using trauma-informed practices and socio-emotional wellness, these strategies and programs address the needs of all students including the most vulnerable, academically and emotionally impacted students.

Students may receive individualized, intensive interventions that target specific skill deficiencies that include:

- All interventions listed above
- *Push-in and Pull-out support:* Education Specialists and Intervention Teachers provide push-in and pull-out support in core classes. Support providers assist teachers in creating accommodations and differentiated learning experiences so that all students may access class materials. If it is deemed that students would benefit from further individualized support, they are pulled out for more intensive instruction.
- *Life Skills classes:* Life Skills courses are taught by Education Specialists as an elective course for students in need of additional support in note taking, organization, exam preparation, assignment completion, and time management.
- *Instructional aides in the classroom:* Instructional Aides support teachers with instruction by working individually with students, assisting in stations, clarifying instructions, and reteaching. IAs also provide behavioral support and reinforce the school's Positive Behavior Interventions and Support ("PBIS").
- *Saturday School:* Students assigned to Saturday School work with teachers on foundational skills related to their coursework.
- *Learning Center:* The Learning Center or Resource Classroom is designated as a space for both Special Education and General Education students to receive academic support from Education Specialists and Instructional Coaches. Students can complete assignments, test in small settings, use computers, and work with their peers on group assignments.

If the Student Support and Progress Team believes further intervention is necessary, then the student may be referred to special education or 504 services.

While students may access a variety of academic supports before and after school including tutoring, Saturday school, and teacher coaching, the majority of interventions are given throughout the school

day to ensure that students receive the full benefits of their individualized instruction. Services in the learning center, push-in and pull-out assistance, instructional aides, and study skills classes are all provided to students during the school day.

Equitable Access to the Curriculum

MPS utilizes an instructional program that emphasizes equitable access to the curriculum for all learners, including students with disabilities. These include:

Co-Teaching/Push-in/Pull-out Support- MPS supports its exceptional populations by utilizing multiple methods of providing special education services. MPS fosters an inclusive model of education. As such, Professional Development in the area of co-teaching allows teachers to grow their ability to educate and service students of varying abilities. In order to effectively implement a co-teaching model, special education and general education teachers are given time to co-plan and develop lessons so that students are provided appropriate supports and accommodations. Students who require additional assistance, receive services in a push-in or pull-out model where they receive more individualized attention.

Additionally, the digital formatting of our curriculums allows teachers to collaborate on unit and lesson plans to ensure that all students' accommodations and needs are being addressed. This system is setup such that all students attend every class. The Special Education teacher and various paraprofessionals provide instructional support within the general education setting. This allows for all student groups to be supported while participating in the least restrictive environment throughout the day.

Embedded Supports- In addition to the on-site staff coordinated by the Special Education and/or MTSS Coordinator, MPS contracts with an outside service provider to support children's learning needs, such as intervention specialists, speech and language therapists, and occupational therapists who work with teachers to provide the least restrictive and most accessible learning environment. Special education aides work directly in the classroom, providing customized support to students throughout the day, and are valuable members of the team.

Differentiated Instruction- Teachers at MPS deliver a curriculum that is tailored to each student's interests and needs. This support includes accommodations, use of technology, and data-informed decisions, such as utilizing Lexile reading scores and bringing technology into the classroom.

Designated Instructional Services- These are instructional services not generally provided in a regular classroom setting. They may include Speech Therapy, Counseling, Adapted Physical Educational, Occupational and Physical Therapy.

Differential Standards for Graduation- In very severe cases with regard to low incidence and students with low intellectual disabilities, we may provide alternative standards for the culmination of our academic program at MSA-3. This might include earning either a CA State Diploma or a Certificate of Completion in lieu of the accelerated Magnolia Public Schools' diploma.

Transportation- In very rare cases a student may require transportation to and from school if they meet the following criteria: According to federal regulation [34 CFR Section 300.34(c)(16)], Transportation is required to be provided as a related service if it is required to assist a child with an (aligned) disability to

benefit from their educational program. This service would be provided by our approved vendor, Hop Skip Drive.

ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

The Charter School will meet all applicable legal requirements for English Learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

MPS implements a consortium-wide English Learner Master Plan that outlines the following components of a strong, evidence- and asset-based program, as detailed herein.

Consortium Director of EL Programs

In order to most efficiently utilize Title III funds within the consortium, a Director of EL Programs has been hired to provide direct supplemental services to English learners and teachers of English learners in all consortium schools. The Director of EL Programs supports implementation of the CMO’s EL Master Plan and program, as well as ensures that all EL services are being delivered to the member schools. Specifically, the Director of EL Programs provides the following services to consortium member schools:

- Maintain, evaluate, and improve the EL Master Plan and program
- Lead the EL Coordinators at school sites, including facilitating team meetings and coordinating the EL program strategic planning process
- Oversee adoption and implementation of EL curriculum, including a newcomer program
- Oversee CMO’s Title III improvement plan
- Support ELD/ELA teachers and provide appropriate professional development
- Conduct lesson demonstrations and facilitate classroom observations/walk-throughs to improve instruction for English learners
- Provide peer coaching to teachers
- Attend EL-related professional development and share resources with teachers

Identification of English Learners

When a student enrolls at MSA-3, the school requests information regarding the primary language spoken at home through a Home Language Survey (“HLS”), as mandated by state and federal law. The

purpose of the HLS is to determine if a language other than English is used in the student's home. Before completing this survey, parents receive an explanation of its purpose, and are informed of the possibility that their child may be given an assessment to measure their English Language Proficiency ("ELP"). As detailed more fully below, prior to English proficiency testing, parents are also informed of when their child will be tested, and how the test will be used to determine placement and reclassification. The student's cumulative file and CALPADS records are also checked by office staff to determine the student's ELP status.

Any student who is new to the CA public school system, who lists a language other than English on the above-noted HLS questions, is tested for English Language Proficiency using the English Language Proficiency Assessments for California.

Assessment of English Learners

The Charter School will administer the home language survey upon a student's initial enrollment in MSA-3 (on enrollment forms).

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California ("ELPAC"). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the HLS. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment ("SA")
ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC Summative (SA) and ELPAC Initial (IA) are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. For MSA-3's grades, the ELPAC IA and SA are administered via a computer-based platform. Testing times vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window is year-round (July 1–June 30). Any student whose primary language is other than English as determined by the HLS and who has not previously been identified as an English Learner by a

California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is a four-month window between February 1–May 31. The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Assessment of Students with an IEP/504 Plan: EL students on an active individualized education program (IEP) or Section 504 plan are assessed using the accommodations, modifications, or alternative assessments for the current ELP exam as specified in their plan.

Parent Notification

Parents of students who are administered the initial and summative ELPAC will receive notification of the Charter School's responsibility for ELPAC testing and ELPAC results within thirty days of receiving results from the publisher. The Charter School shall also provide to parents:

- A description of initial or annual ELP levels, and how they are determined
- Current language classification
- Program placement
- Instructional Program Options
- Reclassification Criteria
- For ELs with an IEP: A description of how the program placement will contribute to meeting the objectives of the IEP
- Graduation Rate for ELs (secondary schools)

Additionally, all students who are classified as LTELs or ARLTELs will receive notification of the following, within 30 calendar days of the start of the school year:

- A description of the qualifications for being considered a LTEL or At-Risk of becoming a Long-Term English Learner (ARLTEL)
- A description of how the program placement will provide additional support to aid the student in making progress toward reclassification.

All parent notification letters are certified by office staff and school leaders. This includes a list of notification recipients attached to each certification. Copies of notification letters are filed in each student's cumulative folder and the certification is filed in the Title III/EL Compliance folder maintained by the MPS EL Coordinator.

Prior to English proficiency testing, parents will also be informed of when their child will be tested, and how the test will be used to determine placement and reclassification.

Parents of ELs are always given the option to meet with a school administrator if they have questions regarding their child's assessment results, placement, or classification. Parents of ELs have the right to complete a waiver to remove their student from designated ELD courses; EL students will continue to receive EL supports and services, and will continue to be assessed annually until the student meets reclassification requirements. If signed, a waiver is applicable for one academic year only, and must be

resubmitted to administration annually. Parents may not waive out of the annual summative ELPAC exam, as it is a state requirement for all students who are identified as English learners.

Placement of English Learners - Structured English Immersion Program

All MPS EL students participate in a Structured English Immersion (“SEI”) program. The U.S. Department of Education describes the goal of this program as “acquisition of English language skills so that the EL student can succeed in an English-only mainstream classroom. All instruction in an immersion strategy program is in English.” Within this SEI program, ELs are provided with daily designated and integrated English Language Development. Integrated ELD is provided to all ELs across all disciplines utilizing the frameworks and strategies outlined below. Designated ELD is also provided to all ELs, however instructional placement and support vary according to the students’ ELD level. All curriculum used within the SEI program has ELD components/resources that facilitate language acquisition. Additionally, Newcomers and Long-Term English Learners receive supplemental services in the program as outlined below.

Designated English Language Development: Designated ELD is defined by the California ELD Framework as “a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge, and abilities needed for content learning in English.” Designated ELD is not separate from the core subjects, but rather is integrated into daily instruction as a protected time which is focused on the ELD standards.

The following tables outline how designated ELD is delivered to EL students depending on their grade and ELD level.

Depending on the EL student’s ELD level, he/she will be placed in either a designated ELD class, or will receive designated ELD in his/her core classes. The following program description is the minimum requirement for all MPS schools. MSA-3 may elect to provide additional support to their English Learners, as long as it does not interfere with a student’s overall academic enrichment, or require additional work and/or time (for example, a mandatory tutoring session outside of regular school hours).

Middle School - Grades 6-8	
Eligible Students	Program Description
ELD Levels 1-2 ELs with “minimally” or “somewhat developed” proficiency in English	<ul style="list-style-type: none"> • EL students who are ELD Levels 1-2 receive one period of designated ELD. • Depending on the school’s EL population and resources, this period of designated ELD may be a full class period or it may take place during the school’s shorter SSR/Study Skills period. • This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas. • EL students will also receive designated ELD in their ELA classes,

	<p>designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught.</p> <ul style="list-style-type: none"> • Teacher differentiates language instruction based on ELD levels and proficiency descriptors. • Primary curriculum used is the designated component of McGraw Hill’s StudySync ELA, used in conjunction with supplemental programs such as Duolingo, No Red Ink, and Inside.
<p>ELD Levels 3-4 ELs with “moderately” or “well developed” proficiency in English</p>	<ul style="list-style-type: none"> • EL students who are ELD Levels 3-4 receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. • Depending on the school’s EL population and resources, EL students who are ELD Levels 3-4 may also receive an additional period of designated ELD, which may be a full class period or it may take place during the school’s shorter SSR/Study Skills period. • This setting is designed to ensure that ELs continue to progress towards proficiency, continue to meet grade level content standards, and reclassify in a timely manner. • Teacher differentiates language instruction based on ELD levels and proficiency descriptors. • Core teachers work with the site-level EL Coordinator and Assistant Principal to determine which domains each student should focus on in order to reclassify. • Primary curriculum used is the designated component of McGraw Hill’s StudySync ELA, used in conjunction with supplemental programs such as No Red Ink, and Kate Kinsella’s Academic Vocabulary Toolkit.

<p>High School - Grades 9-12</p>	
<p>Eligible Students</p>	<p>Program Description</p>
<p>ELD Levels 1-2 ELs with “minimally” or “somewhat developed” proficiency in English</p>	<ul style="list-style-type: none"> • EL students who are ELD Levels 1-2 receive one period of designated ELD during the school’s SSR period or Study Skills class. This ELD class will not interfere with a student’s A-G requirements. • EL students will also receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. • This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas. • Teacher differentiates language instruction based on ELD levels. • Primary curriculum used is the designated component of McGraw Hill’s StudySync ELA, used in conjunction with supplemental programs such as Duolingo, No Red Ink, and Edge.

<p>ELD Levels 3-4 ELs with “moderately” or “well developed” proficiency in English</p>	<ul style="list-style-type: none"> ● EL students who are ELD Levels 3-4 receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. ● Depending on the school’s EL population and resources, EL students who are ELD Levels 3-4 may also receive an additional period of designated ELD, which may be a full class period or it may take place during the school’s shorter SSR/Study Skills period. If offered, this additional ELD class will not interfere with a student’s A-G requirements. ● This setting is designed to ensure that ELs continue to progress towards proficiency, continue to meet grade level content standards, and reclassify in a timely manner. ● Teacher differentiates language instruction based on ELD levels. ● Core teachers work with the site-level EL coordinator and Assistant Principal to determine which domains each student should focus on in order to reclassify. ● Primary curriculum used is the designated component of McGraw Hill’s StudySync ELA curriculum, used in conjunction with supplemental programs such as DuoLingo, No Red Ink, and Edge.
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Integrated English Language Development

Integrated ELD is defined by the California ELD Framework as “ELD instruction provided throughout the day and across the disciplines. Teachers with English Learners use the ELD standards in addition to their focal English language arts/literacy and other content standards to support the linguistic and academic progress of English Learners.”

At MPS, teachers use Specially Designed Academic Instruction in English (“SDAIE”) strategies, and the CHATS framework (see explanation of acronym below), to support integrated ELD across all content areas. Teachers are provided with professional development on how to provide integrated ELD to their students, how to apply the CA ELD standards, and how to use SDAIE strategies and the CHATS framework. This training is ongoing and provided by both MPS staff and third-party vendors. Additionally, site-level EL Coordinators provide regular training to teachers of ELs, which includes showcasing specific strategies for differentiating and integrating ELD into the content area classroom.

CHATS Framework

Teachers receive training on a research-based, field-tested framework for supporting EL growth in content and language. This framework was developed by Dr. Persida Himmele and Dr. William Himmele, two educators who have extensive and successful experience with ELs. Their framework is carefully broken down in the book *The Language Rich Classroom* and is “meant to empower teachers who haven’t been formally trained in ESL with planning tools that make content comprehensible to their English language learners,” while “providing ELs with opportunities to build up their academic language” in the content classroom. All MPS teachers have access to this book, and are consistently trained to use CHATS strategies. Although CHATS was developed for ELs, it is beneficial to all learners. The framework is made up of components that are broken up into five areas around the acronym:

C – Content Reading Strategies

- H – Higher Order Thinking Skills
- A – Assessment
- T – Total Participation Techniques
- S – Scaffolding Strategies

This framework is designed to work in mixed, multilingual classrooms and the book provides resources and examples of how teachers can use each component in their planning.

Newcomers and Long-Term English Learners

Newcomers

A newcomer is defined as a child or youth (ages 3-21) who was not born in any state and has not attended school in any state for more than three full academic years. At MPS, newcomers are identified upon enrollment in our Student Information System, and are carefully monitored by school leaders, coordinators, and teachers. Depending on the student's English language proficiency, he/she may be placed in a designated ELD class, where he/she will have an opportunity to build on foundational English language skills, as well as practice vocabulary and key concepts learned in his/her core classes. In addition to using the designated component of the McGraw Hill curriculum, a newcomer student will have access to language learning programs such as DuoLingo and Rosetta Stone, as well as BrainPop ESL, No Red Ink, and NewsELA. When possible, MPS strives to obtain tutors that speak the student's native language to help build on prior knowledge, and provide additional clarification and support. Newcomers at MPS have access to additional academic support through optional morning and after-school tutoring, Saturday school, and summer school.

Newcomers are expected to make progress in their ELP of one level per year at MPS schools. Newcomers are carefully monitored for growth by the school-level EL Coordinator. Newcomers are assessed at the beginning of the school year for ELP and also for proficiency in their native language via a writing sample and through interview questions. If it is determined that additional academic or instructional support is needed, the site-level EL Coordinator will work with school leaders and the MPS Director of EL Programs to determine which programs, curriculum, or supports may be needed.

Newcomer students also receive targeted social-emotional support at MPS schools. Newcomer students and their parents are provided with a more personalized orientation (in their native language if possible) regarding school routines, school attendance, school schedule, the role of school personnel, uniform policy, using the library, emergency drills, and other topics determined by MPS staff. Some other social-emotional supports that are provided to newcomers at MPS schools are: class cohorts and being paired up with a peer that speaks their language (when possible) for in-class support and clarification, a safe space for the student to recess and eat lunch (for example, a classroom, the office, etc. if the student feels overwhelmed or stressed), frequent check-ins from teachers and school leaders to ensure that the student is adjusting and feels comfortable in his/her new environment, immediate response by school staff to bullying or discrimination, informal support activities that provide newcomer students with opportunities to speak informally in his/her native language, and encouraging newcomer students to participate in after-school clubs and sports. Newcomer families are also be invited to attend our Parent College Program, and are provided with resources for helping their child improve literacy at home in their native language.

Long Term English Learners

A Long-Term English Learner is defined as an English learner student to which all of the following apply:

- (1) is enrolled in any of grades 6 to 12, inclusive; and
- (2) has been enrolled in a U.S. school for six years or more; and
- (3) has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the English Language Development test (ELPAC); and
- (4) for students in grades 6 to 9, inclusive, has scored at the “Standard Not Met” level on the prior year’s administration of the CAASPP-ELA.

MPS is committed to providing these students with the support that they need to reclassify by thoroughly assessing their academic data and providing structured and targeted ELD instruction based on their needs and areas of growth.

All LTELs at MSA-3 are placed in rigorous courses designed to meet their college readiness requirements. They receive grade-level instruction that is taught using differentiated strategies, and are placed with English proficient students in core and elective courses.

At the beginning of the school year, school leaders and the EL Coordinator(s) determine who their LTEL students are, and mark them in the student information system. They review redesignation data, and determine what has prevented the student from reclassifying (MAP score, ELP exam score, ELA grade, etc.). Domains of growth are noted in their ELD portfolios. This information is then shared with teachers and a plan of action is created to facilitate each student’s growth and proficiency. If the student has an IEP, language goals and objectives are carefully reviewed and incorporated into the plan.

LTELs (who are Levels 3 and 4; Levels 1 and 2 are enrolled in a separate designated ELD class) may be placed in one of the specialized “Power English” courses for one semester. This class would not replace designated or integrated ELD. This class would provide an additional focus on oral and academic language development and English literacy. It would also provide students with an opportunity to practice skills in preparation for the ELPAC. At the end of the semester, each student’s progress is assessed (ELA grades, summative assessments, MAP scores, and writing samples) to see if adjustments or additional supports are needed.

LTELs enrolled in MSA-3 high school receive ongoing, individualized support from the site-level EL Coordinator. Data is reviewed and the student works with the Coordinator to create a plan of action and next steps, in order to facilitate and expedite their reclassification. If the student also has an IEP, the on-site special education professional works with the EL Coordinator to review language and ELD goals, and determine appropriate instructional modifications and supports.

In addition to the above-mentioned supports, MPS schools focuses on the following universal strategies for improving academic outcomes for LTEL students:

- Ensure that students understand the reclassification process and are provided with counseling about their individual data.
- Provide additional tutoring to help students understand their assignments, clarify notes, review concepts taught in class, and prepare for tests.
- Emphasize a school-wide focus on study skills and academic vocabulary (for example, universal note-taking strategies, Word of the Week, etc.).
- Provide frequent "check-ins" with students to ensure that they do not have questions or concerns.

- Incorporate relevant texts that affirm and allow students to make connections to their diverse cultures.
- Encourage participation in school clubs, sports, and events.
- Ensure that students have a safe space to relax, study, and speak with caring adults.

Pathways for Newcomers and LTELs are evaluated by the MPS Director of EL Programs annually to determine whether or not adjustments need to be made and to ensure that both groups are making adequate progress.

Monitoring English Learner Progress

MSA-3 English Learners are monitored through ELD portfolios, which are maintained by the on-site EL Coordinator. ELD portfolios will contain the following documents:

- Copy of the most recent ELP exam scores
- Copy of the most recent MAP & CAASPP scores
- Record of the most recent semester grade in ELA, and any notes/observations from the teacher
- Copies of all Parent Notification Letters mailed home
- Interim assessment scores
- Progress Monitoring Chart
- Writing work samples (for example, copies of reports, essays, journals, etc.)
- “My Road to Reclassification” document (allows students to independently track their progress)
- Action plans and goals

Supplemental templates and monitoring documents are available to our school’s coordinators in a shared Google folder. Additional monitoring forms and evidence may be added as needed to improve monitoring and outcomes.

Schedule for progress monitoring:

Weekly/Bi-weekly	Monthly	Annually
<ul style="list-style-type: none"> • Core teachers review current class grades and notify parents of ELs if their child is failing. • School staff reviews and discusses relevant student data (during staff meetings, department meetings, etc.). 	<ul style="list-style-type: none"> • Portfolio maintenance: Relevant scores, assessments, and work samples are collected and updated in each EL student’s ELD portfolio. • Teachers and site-level coordinators notify parents of EL students who are not making adequate progress towards proficiency. 	<ul style="list-style-type: none"> • January/February: Data for reclassified students is reviewed and updated in a spreadsheet maintained by the dean of academics and site-level coordinator.

Dually-Identified Students

In addition to the progress monitoring discussed above, students who are dually-identified as both EL and SWD receive additional supports and monitoring to ensure growth in their language development.

In practice and in agreement with the Castañeda standards,¹³³ the Dually Identified student population of EL/SWD students benefit from a program that utilizes researched-based instructional practices. The program monitors student outcomes with fidelity based on the students’ ELD IEP goals in listening, speaking, reading and writing. The school-level EL Coordinator attends all IEP meetings for dually-identified students to ensure appropriate ELD goals are written into the IEP. These ELD goals are in addition to the students’ IEP goals addressing their specific areas of need based on their eligibility. Our SPED, ELA, and ELD team of instructors monitor each students’ progress toward IEP and ELD goal achievement and academic progress. Parents are informed of this progress at least every six weeks in conjunction with progress reports and adjustments are made to plans and program implementation as needed.

Reclassification of English Learners

MPS uses the four criteria in state law as guidelines in determining whether an English Learner should be reclassified as fluent English proficient: English language proficiency assessment, comparison of performance in basic skills, teacher evaluation, and input from parents. All reclassification criteria must be met and maintained within the current academic year. The established criteria for reclassification are as follows:

	Grades 6-12			
English Language Proficiency Assessment	ELPAC: Overall score of 4			
Basic Skills Assessment	NWEA Map: Performance level of Basic on the MAP reading test with a minimum Fall, Winter, or Spring score of:			
		Fall	Winter	Spring
	Gr. 6	197	202	204
	Gr. 7	200	204	206
	Gr. 8	204	207	209
	Gr. 9	207	209	211
	Gr. 10	209	210	212

¹³³ The Castañeda standard mandates that programs for language-minority students must be (1) based on a sound educational theory, (2) implemented effectively with sufficient resources and personnel, and (3) evaluated to determine whether they are effective in helping students overcome language barriers. Source: Del Valle, S. (2003). Language rights and the law in the United States: Finding our voices. Clevedon, UK: Multilingual Matters.

	<table border="1"> <tr> <td>Gr. 11</td> <td>211</td> <td>212</td> <td>213</td> </tr> <tr> <td>Gr. 12</td> <td>212</td> <td>213</td> <td>214</td> </tr> </table>	Gr. 11	211	212	213	Gr. 12	212	213	214
	Gr. 11	211	212	213					
	Gr. 12	212	213	214					
	~OR~								
	CAASPP: ELA/Literacy score of 2 (Nearly Met) or above								
~OR~									
MPS approved ELA benchmark assessments: TK-Grade 2 students may demonstrate basic skills mastery by achieving a Level 2 or score of 70% or above.									
Teacher Evaluation	Student achieves a grade of C (70%) or above in English Language Arts (ELA). Applicable ELA grades considered are the Semester 1 final grade and current semester grade at the time of reclassification.								
Parent Consultation	<p>Parent/Guardian will be informed of the student’s eligibility to Reclassify and the ongoing monitoring process that will continue for four (4) years. Notifications may be made via phone call, in-person or virtual/video meeting (i.e., Zoom), and/or parent letter. Parent/Guardian signatures will be collected to confirm that the consultation was held, and a copy will be placed in the students’ cumulative folder and EL Portfolio.</p> <p>The date on which the consultation was held will be the official date of reclassification used for the SELA report and CALPADS reporting.</p>								

Reclassified students are monitored for a period of four years by on-site EL Coordinators. This is done to ensure that they have not been redesignated too early, and that they are successfully participating in the academic program without incurring deficits. The EL Coordinator monitors reclassified students’ academic progress annually by reviewing benchmark scores, MAP and CAASPP scores, and ELA grades. Follow-up services for students who do not demonstrate satisfactory progress include, but are not limited to: additional tutoring, counseling, and enrichment classes. The MPS Director of EL Programs follows up with MSA-3 to ensure that monitoring is taking place, and will assist the school with action planning for those students who are not making adequate progress.

Staff Qualifications and Professional Development Plan

The teachers and staff at MPS understand that all stakeholders need to work collaboratively to help improve learning outcomes and academic achievement for ELs. They also understand that ELs need access to challenging academic content through appropriately differentiated and scaffolded instruction.

Teachers providing specialized academic instruction for EL students at MSA-3 hold a CLAD or BCLAD credential or other CCTC certification authorizing teaching to English Language Learners as required by law. In addition to ongoing professional development activities, MSA-3 provides all staff with multiple opportunities to participate in external workshops and trainings to address their individual needs. MSA-3 staff meets biweekly in departments and grade levels and shares best practices and discusses issues such as academic and behavior support for students including ELs. Staff analyzes student achievement data, including ELPAC results. Intervention strategies for ELs, differentiated instruction, and use of effective pedagogical strategies are some of the topics that MSA-3 staff continues to revisit for professional development. MSA-3 staff is required to:

- Consistently implement with fidelity the ELD curriculum as outlined in the English Learners Master Plan
- Provide instruction during core classes using research-based strategies and SDAIE methodology to ensure students are able to access grade level instruction and do not incur academic deficits while they learn English
- Attend all professional development and professional learning community sessions
- Monitor student progress in ELD and access to core class instruction for progress towards minimum expected benchmark achievements
- Maintain contact with the students' families and keep them apprised of their children's progress

English Learner Advisory Committee ("ELAC")

As a school meeting the English Learner Advisory Committee (ELAC) requirements, MSA-3 host meetings regularly throughout the school year. ELAC requirements are as follows:

Any school with 21 or more English Learners must have a functioning ELAC that meets the following requirements:

- Parent members are elected by parents or guardians of ELs.
- Parents of ELs make up at least the same percentage of the committee membership as their children represent the student body.
- The ELAC will be responsible for assisting in the development of the schoolwide needs assessment, as well as helping to make parents aware of the importance of regular school attendance.
- The ELAC will advise the principal and staff in the development of a site plan for ELs and submitting the plan to the Parent Advisory Committee for consideration of inclusion in the LCAP.

Purpose of the ELAC:

The following tasks are included in the function of every school's ELAC. They are:

- Advise the school principal and staff on the development of the LCAP.
- Advise the Parent Advisory Committee on the school's program and goals for ELs.
- Conduct a school needs assessment for the school's program/services for ELs.
- Review and discuss ELPAC and reclassification data.
- Assist in making parents aware of the importance of regular school attendance.

Sample calendar for ELAC Meetings:

September/October	November/December	January/February	March/April
<ul style="list-style-type: none"> -Elect members -Review purpose of ELAC -Provide training and materials -Review most recent ELPAC and reclassification data -Review EL program and reclassification criteria 	<ul style="list-style-type: none"> -Advise principal and staff/PAC on recommendations for LCAP -Review importance of regular school attendance 	<ul style="list-style-type: none"> -Language Census review -Discuss and review progress monitoring for ELs 	<ul style="list-style-type: none"> -Conduct a school needs assessment -Revisit recommendations for upcoming Academic Year's LCAP

English Language Development Program Evaluation

In order to ensure that the appropriate modifications and improvements are made regularly to our ELD program, a comprehensive program evaluation will be completed annually by MPS school leaders and EL Coordinators. This is in addition to feedback provided by teachers and parents (as part of ELAC meetings). The MPS Director of EL Programs uses this feedback to make program improvements and address concerns and areas of need.

GIFTED AND TALENTED STUDENTS AND STUDENTS ACHIEVING ABOVE GRADE LEVEL

MSA-3 students receive an education that is appropriate for their individual learning capabilities. Their interests should be taken into consideration when assigned GATE activities. The program should be as individualized as possible. Gifted and Talented students require specialized learning experiences beyond the regular curriculum to ensure that they have opportunities to develop their abilities to the highest level.

Assessment Process

MPS now has a policy of testing full grade levels in an effort to reach our goal of identifying at least 8% of our population as Gifted and Talented ("GATE"). We assess all students in grades three, six and nine on the Otis-Lennon School Ability Test ("OLSAT"). Once students are screened on the OLSAT, selected students (reaching 120 or higher) are then be assessed by a School Psychologist using an IQ test.

Currently, MPS is using the Ravens Matrices test to validate GATE eligibility. The psychologist is trained in factoring in confidence intervals and additional factors that impact student scoring. Therefore, the psychologist has the responsibility of signing off on the eligibility letter.

Teachers of gifted and talented students differentiate the core curriculum through various means, including flexible grouping, acceleration of content, independent learning, tiered instruction, interest centers, learning centers, questioning strategies and the use of enrichment resources. Curriculum and instruction essentially include depth, complexity, novelty and acceleration:

- Depth - Investigation into details that further understanding in any area of study. Concrete is guided toward the abstract. What is known, should be directed toward the unknown.
- Complexity - Problems, issues and prevailing themes are defined. Connections are made between various areas of study. The subject is looked at from a variety of perspectives and multiple solutions are sought.
- Novelty - Personal expression. Creativity and interpretation of knowledge is sought. Original investigations and experiments are pursued. New and unique ways of teaching, learning, and sharing understanding are utilized.
- Acceleration - Advanced resources and strategies are used to study a subject at a more sophisticated level.

Gifted and Talented Programs at MPS

Enrichment opportunities, guided by students themselves, embrace the diversity and rich cultural heritage students and their families bring to the expanded learning program. STEAM projects (such as robotics) and mentorship opportunities provided to students explicitly allow students to explore themes of diversity and cultural expression while allowing them to connect to successful persons of color through partnerships. Our GATE program focuses on the top tiers of Bloom's Taxonomy. As defined, **Creativity**- Allows students to design, assemble, construct formulate, author, investigate and produce new and original works. **Evaluation**- Students learn to appraise, defend, critique and justify their position. **Analyzing** - Supports GATE students in organizing, examining and experimenting to draw connections among ideas.

MPS GATE Program (3-Core Focus Areas)

- STEAM: Robotics and Engineering practices, Advanced Math, Science Olympiads, Ecology, Geology and Earth Sciences
- Humanities: Literature/ The Arts/Journalism/ Forensic Speech
- Social Awareness: College Mentorship/Cultural Bias/Social Justice

At Magnolia Public Schools, we assess for GATE students, but strive for equity and inclusion in all practices. Therefore, all enrichment activities are open to all students. Our ten schools have the option of scheduling classes into the school day as electives or implementing the program after school. We recommend a 12-week rotation schedule for schools electing to schedule students into the GATE focus area program as part of the after school program.

Implementation Strategies

Sample Rotation Schedule for GATE Program as After school offerings - The school teams should select one 12-week session from each category above.

(Assuming the school team selected *musicology, robotics, community service*)

	Sept - Nov	Dec- Mar	Apr - June
Grade 6	Robotics	Musicology	Community service
Grade 7	Community service	Robotics	Musicology
Grade 8	Musicology	Community service	Robotics

The GATE Students for each grade would be programmed into the after school offerings with the remaining seats being available to schedule any interested students. The program is a year-long commitment for the students, with the teachers rotating duties based on their skills level and interests.

After-school during extracurricular activities:

- Steam: Robotics and Engineering practices/Ecology/Geology and Earth Sciences
 - MPS STEAM Activities
 - Mathematics and Science Clubs and Competitions
- Humanities: Literature/ The Arts/Journalism/ Forensic Speech
 - Visual and Performing Arts
 - Oratorical Contests
- Social Awareness: College Mentorship/Cultural Bias/Social Justice
 - College Mentorship/ School Visitations
 - Community Service

In addition, enrichment activities supplement learning for our advanced students both within and outside the regular classroom and expose students to STEAM programs early on in their educational careers. Activities may include but are not limited to:

- Math: American Mathematics Competitions, International Mathematics Olympiad, MathCounts
- Science: Science Fairs, Lego® Robot Design, Intel International Science and Engineering Fair, Science Olympiad, National Science Bowl
- Academic Decathlon and Academic Pentathlon
- Computer and Technology Related: USA Computing Olympiad, Lego® Robot Design, FIRST Robotics Competition, VEX Robotics

Gifted and talented instruction should focus on the following 3 levels of Bloom’s taxonomy. Please note the descriptions and examples of higher-level processing instructional guidelines:

Level-4. Analyzing: Breaking materials or concepts into small parts, determining how one part relates to other parts or how the parts are related to overall structure or purpose.

Example: Why are Dolphins called mammals, identify why the machine is not working.

Level 5. Evaluating: Making a judgment based on criteria and standards through checking and critiquing.

Example: Making a judgment regarding an ethical dilemma, interpreting the significance of the given law of physics.

Level 6. Creating: Positioning elements together to form a rational or functioning whole; recognizing elements into a new pattern or structure through generating, planning or procedure. Example: Design a new solution to an ‘Old’ problem that acknowledges the previous failures, write an essay based on a given theme.

Accelerated Pathways

Students may participate in the following advanced educational opportunities:

- AP
- Honors
- Accelerated Math
- Clubs
- Online Course Options
- Dual enrollment at Community College

STUDENTS ACHIEVING BELOW GRADE LEVEL

MSA-3 identifies low-achieving students in the first days of the academic year, and implements early intervention where indicated, pursuant to the MTSS model of tiered interventions detailed above. As detailed throughout this petition, MSA-3 teachers meet regularly to work in departments and grade levels. The highlight of these meetings is evaluating student data to inform instruction. All available student data (MAP, CAASPP, School/teacher assessments) is disaggregated and subject teachers review the data. The assessment results are interpreted; students' strengths and weaknesses in specific subjects are identified and analyzed. Teachers utilize the data and make appropriate changes in their curriculum maps, lesson plans and instructional strategies to address the needs of our students. Goals are set with the students for specific subject areas based on the assessment data that are aligned to students Four-year Plan. Teachers differentiate instruction per their students' cognitive and social needs.

Targeted English and Math intervention classes are offered during elective periods to students who are not achieving at grade level. On an as-needed basis, an Academic Success Plan (ASP) is prepared with the involvement of the recommending teacher, the Dean of Academics, and the student's parents. Such ASPs include subject-related readings, additional homework and mandatory before or after-school tutoring.

The subject teachers and the Dean of Academics monitor each student's academic progress. Parents remain informed of their student's academic progress during this process via parent-student-teacher meetings and parent access to student grades and progress reports through the online school information system.

SOCIO-ECONOMICALLY DISADVANTAGED/LOW INCOME STUDENTS

The instructional design of MSA-3 addresses the needs of low-income and socio-economically disadvantaged students, who make up the overwhelming majority of our enrollment. Socio-economically disadvantaged students are identified through their participation in the Free and Reduced Lunch program. Counseling, intervention/remediation, individual tutoring and free eligibility to after school social, academic and athletic programs are some of the many programs that support our socio-economically disadvantaged students. Home visits, motivational guest speaker programs, parent meetings, university and college visits, and field trips are planned to shape the educational vision of the student and the family. Socio-economically disadvantaged students have role models around them who will inspire motivation to focus on lessons and self-confidence with the discovery of their potential.

The Charter School administration ensures that these programs are available to all students, including socio-economically disadvantaged students, and works with the teachers and parents to encourage for student participation in these programs. The administration monitors the performance and progress of socio-economically disadvantaged students.

STUDENTS WITH DISABILITIES

Overview of Charter School Program for Students with Disabilities

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities in Education Improvement Act (“IDEA”).

The Charter School is currently a public school of the District in accordance with Education Code Section 47641(b). In the event that the Charter School is not categorized as a public school of the District for purposes of special education (e.g., if the Charter School petition is not approved by the District), the Charter School shall be its own local educational agency (“LEA”) and will apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The Charter School will consider membership in the El Dorado County Charter SELPA. The language that follows describes the special education program at the Charter School as an LEA member of a SELPA for purposes of providing a reasonably comprehensive description of the special education program in the Charter Renewal Petition.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student’s disability and the impact upon the student’s education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff, and observational data.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

*The following description regarding how special education and related services will be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition; is not binding on the authorizer; and **only applies** in the event the Charter School is not categorized as a public school of the District for purposes of special education (e.g., if the Charter School petition is not approved by the District) and the Charter School shall be its own LEA member of a SELPA in conformity with Education Code Section 47641(a). The specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding ("MOU"), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU will be presented to the authorizer upon execution.*

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Staffing

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff has the opportunity to participate and enroll in SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School will adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher, the student, if appropriate; the student’s parent/guardian; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter school shall arrange for the attendance or participation of all other necessary staff that may include, but not limited to, an appropriate administrator to comply with the requirements of IDEA, resource specialist, related service providers (ex. speech/language, occupational therapy etc) depending on the assessments administered and IEP services.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the students progress as provided in the student’s IEP at least as frequently as report cards are provided to all students. The Charter School shall also facilitate home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it will be subject to the allocation plan of the SELPA.

Implementation

Magnolia Public Schools' Special Education model provides its students with a Free and Appropriate Public Education (FAPE) within a least-restrictive environment (LRE). A student receiving special education services will have his or her IEP reviewed in an IEP meeting at least once a year to determine how well it is meeting the student needs. In addition, every three years, student progress will be reassessed and the IEP reviewed in accordance with applicable law.

Prior to the placement of the individual with exceptional needs within the classroom setting, school site leaders and special education staff ensure that the general education teachers, classroom aides, related service providers, shall be knowledgeable of the content of the IEP. A copy of each IEP shall be maintained at the school site. All IEPs shall be maintained in accordance with state and federal student record confidentiality laws. If a parent or teacher has concerns that the educational needs of students already enrolled in special education are not being met, either the parent or the teacher may request a reassessment or an IEP meeting to review the IEP anytime during the school year.

MPS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program. Any student, who has an objectively identified disability, including but not limited to learning, is eligible for accommodation by the Charter School.

When an initial assessment is needed, an assessment plan is sent home to parents with the parents' rights. If the assessment has been requested by a parent the school has 15 days to respond to the request. Once the assessment plan is received and signed the testing will begin and an IEP meeting will be held within 60 days of receiving the plan. The IEP team for an initial assessment will include parent, administrator, general education teachers, special education teacher, assessors and student. An interpreter can also be provided at parent's request. The team will review the findings of the assessments and observations to determine if the student qualifies for an IEP.

At a student's three year review they are assessed with parental consent and academic growth is charted to assure educational benefit is occurring. All eligible students under the IDEA will have an Individualized Education Program ("IEP") which meets all applicable legal requirements and is reasonably calculated to confer educational benefit in the least restrictive environment. MPS will maintain strict compliance and perform all corrective actions deemed necessary by MSA charter school managers and/or the SELPA. The oversight of the special education programs at MPS will be provided by the special education coordinator and Director, who will both have extensive administrative experience in the area of special education service delivery and in state and federal statutes and regulations. IEP meetings are held at least annually however an IEP meeting can be called prior by the parent or the school. Services provided to students can include language and speech, Assistive Technology, Adapted Physical Education, Occupational therapy, Physical therapy, Counseling, Deaf and Hard of Hearing, Resource Support, etc., as identified in their IEP.

Meeting the Needs of Students with Varying Levels of Disabilities

When a student comes to our schools, the Special Education Coordinator, reviews the student's IEP and assigns the providers for the student. Based on the student's IEP and the last schools offer of FAPE the student is placed in the corresponding program.

Our current model has a variety of options to assure all the student levels are met. Our Resource model includes a push-in and/or pull-out model to support students' needs while our co-teaching model offers more of a specialized approach of team teaching. The push-in model includes the Special Education Teacher going into the classroom with the student to support them in the classroom while the pull-out model allows the student to work with the Special Education Teacher in a small group setting outside of the classroom. We have a variety of service providers that come on campus to service students and work alongside our teaching staff.

MPS will comply with the federal requirement of offering and maintaining the least restrictive environment (LRE) for students with disabilities. This means that, to the maximum extent appropriate, children with disabilities are educated with non-disabled children. Special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of accommodations, modifications, and related services is no longer reasonably calculated to provide a free appropriate public education.

EL Students with IEPs

On page 2 of the IEP document, it states the students English Language level. If the student is an EL an ELD goal and present level of performance is created to assure the student is receiving the support and resources needed. The progress towards goal is measured four times annually to assure the student is progressing. Our English Language Interventionist works collaboratively with the Special Education Coordinator and teachers to assure the student is making progress. The testing coordinator also assures the students summative ELPAC examination is completed and the data is used to set goals.

STUDENTS IN OTHER STUDENT GROUPS: FOSTER AND HOMELESS YOUTH

Students who are homeless, experiencing housing instability, are in foster care or experiencing personal/family crisis or have other special needs are cared for in our supportive school community. These students are identified through teacher/family/staff referral. Our Student Support and Progress Team process ensure these students receive any additional supports or interventions they may need, including referrals to outside agencies that may assist them or their families. We track the progress of these students carefully through the use of MSA-3's data cycle and ensure our school supports them in achieving success and realizing better futures for themselves and their families.

Education for Foster Youth

MSA-3 recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, MSA-3 provide them with full access to our educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in our LCAP.

As detailed in our "Education for Foster Youth Policy," in order to help facilitate the enrollment, placement, and transfer of foster youth to MSA-3, we have designated the CEO/Superintendent as the Foster Youth Liaison. The Foster Youth Liaison, in consultation and agreement with the foster youth and the individual assigned educational rights, shall make educational and placement decisions in the "best interests" of the foster youth.

Best interests mean that consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and that the foster youth have equitable access to the academic resources, student services related to counseling and health, supplemental instruction, and extracurricular and enrichment activities that are available to all MSA-3 students. MPS will make appropriate referrals to ensure that eligible students in foster care receive necessary special education services and services under Section 504 of the Federal Rehabilitation Act of 1973. Additionally, it will collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies. MPS will develop protocols and procedures for creating awareness for its staff, including but not limited to, the Principal, teachers, attendance clerks, and office staff, of the requirements for proper enrollment, placement, transfer and support of foster youth.

Education for Homeless Youth

MPS refers to "homeless youth" as individuals who lack a fixed, regular and adequate night-time residence due to economic hardship. It includes children and youth who (42 USC 11434 (a)):

- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- Have a primary night-time residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
- Runaway children or children who are abandoned; and
- Migratory children and unaccompanied youth may be considered homeless if they meet the above definition of "homeless."

The Dean of Students of MSA-3 serves as the Homeless Liaison for homeless students ((42 USC 22432 (g)(1)(J) & (e)(3)(c).) The Dean of Students who serves as the Homeless Liaison shall ensure that:

- Homeless students are identified by Charter School personnel and through coordination activities with other entities and agencies
- Homeless students enroll in, and have full and equal opportunity to succeed at MSA-3
- Homeless students and families receive educational services for which they are eligible
- Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Homeless youth shall be provided services comparable to those received by other students in the Charter School, including transportation services, educational programs, services provided under Title 1, programs for students with disabilities, programs for students with Limited English Proficiency (“LEP”), vocational and technical programs, gifted and talented programs, and school nutrition programs.
- The Principal or designee will monitor Homeless students’ progress.

“A TYPICAL DAY”

If prospective sixth grade students spent a day visiting MSA-3, they would notice students on campus before school began, from about 7:30 a.m. to 7:55 a.m., some having breakfast (as part of the federal meals program) and visiting with friends, others having breakfast and working on an assignment, perhaps with the help of an older student or an adult tutor. As it nears time for class to begin, i.e., 8:30 a.m., they would see students heading toward their classrooms.

These prospective students would observe enthusiasm in both the teachers and students. During a math lesson (or any other class), students may learn the subject through an online program or a classroom representation by the teacher. In the computer lab, they work on a core content course during their technology integration class focusing on applying technology skills to the current unit of study. For example, the science class is involved in a lab exploration that integrates inquiry-based questions. The teacher leads a class discussion to develop theories about the topic. The Advanced Math class students are tackling math brain teasers in groups. Another group is conducting an electrolysis experiment and observing the production of hydrogen gas from water. Robotics class is working in teams designing, building, programming and testing their robots to evaluate whether the robots can accomplish the tasks they are designed for. Students are using STEAM and writing skills in a hands-on project that reinforces their learning. They would see students were having fun as they learned.

The prospective sixth graders would be intrigued by how the teachers used fun technology to explain things. One teacher introduced a poem about a pond through a PowerPoint with pictures of the pond, pond creatures and even a picture of the author when he was a kid and playing in a pond. Then she used a smart board to show her students information on the web about the author. Her class was able to research links on the web and read more about the author.

When the prospective sixth graders walked by other classrooms, they would see sixth graders singing about the life cycle of a frog, and other sixth graders describing the ecosystem of the desert to their peers, some in Spanish, and seventh graders conducting science experiments, demonstrating understanding of the scientific method.

What they might have seen but not been able to put into words was that teachers were using the inquiry-based method:

- Open-ended question or demonstration (as opposed to beginning a lesson with definitions and explanations)
- Student responses and questions
- Student collaboration designing experiments or methods of inquiry
- Team experiments “data” gathering
- Student presentations of findings (oral presentation, a poster presentation or an evaluative write-up.)

At lunch, they would have observed all students practicing proper manners and good dining skills, and conversations taking place at an appropriate volume. A balanced lunch is provided, through the federal meals program, and students are encouraged to drink plenty of water. Guest presenters are frequently on campus during the lunch hour, such as a local college rhetoric instructor hosting an informal chat on the history of public speaking.

The after-school program is appealing. The prospective new students would see students staying after school, between 3:00p.m. and 4:00 p.m., to participate in clubs, service learning projects, preparation for local, national and/or international competitions, and access to free tutoring by teachers, volunteers and advanced students. By the time the visiting students went home teachers were engaged in discussion with parents regarding the progress of their children and discussing cooperative strategies and action plans. And on shortened days, teachers participate in staff development meetings, from about 2:30 p.m. to 4 p.m., to discuss daily school operations and construct further improvement plans. Teachers share experiences and upcoming school wide projects are organized.

ELEMENT 2: MEASURABLE PUPIL OUTCOMES & ELEMENT 3: METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(5)(B).)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Ed. Code § 47605(c)(5)(C).)

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Please see See Element 1, Section 10, *The Requirements Of California Education Code § 47605(B)(5)(A)(ii)*.

MEASURING PUPIL OUTCOMES: SUMMATIVE ASSESSMENT PERFORMANCE TARGETS

Please see Element 1, Section 10, *The Requirements Of California Education Code § 47605(B)(5)(A)(ii)*.

MEASURING PUPIL PROGRESS TOWARD OUTCOMES: FORMATIVE ASSESSMENT

Full implementation of the educational program and frequent monitoring of student and school outcomes will ensure that MSA-3 is an academic success and is achieving all of our overarching goals.

The Chief Executive Officer (“CEO”), Chief Academic Officer (“CAO”) and other central office management staff, along with the Principal and school-site faculty are accountable for meeting MSA-3’s defined goals and objectives and achieving the school’s mission and vision. The Principal is responsible for meeting target goals, and held accountable by the CAO, who in turn is held accountable by the CEO. The CEO reports directly to the MPS Board of Directors, which monitors student academic achievement and other stated goals included in the LCAP and individual executive position performance goals. The Principal will be accountable for meeting applicable state accountability measures under the California State Dashboard, and any applicable federal accountability measures as may be developed.

The measures that are used to assess student progress include all state-mandated standardized tests such as the CAASPP, California Alternative Assessment (“CAA”) and ELPAC.

Starting in sixth grade, MSA-3 administers the Smarter Balanced Interim Assessment Blocks (“IABs”) approximately four times a year as a method of formative assessment, in both ELA and Math. The data

from IABS is utilized by classroom teachers to support teaching. The Smarter Balanced Interim Assessments are specifically designed to provide the following:

- Meaningful information for gauging student progress throughout the year toward mastery of the skills measured by the Summative Assessments
- Assessments of the CCSS, which can be used at strategic points during the school year.¹³⁴

Computer adaptive NWEA MAP (Measures of Academic Progress) testing is utilized to measure student progress three times a year, starting in 6th grade. As explained above in Element 1, students who are achieving substantially below grade level are identified through multiple measure assessments including MAP Tests, sample Smarter Balanced questions (as provided by the CDE’s website), curriculum-based assessments, and teacher-designed tests. For students achieving substantially below grade level, we use educational materials that provide opportunities to review and re-teach content with which students may be struggling. HMH and McGraw Hill’s curricular resources, and IXL programs allow teachers to monitor the progress of students who are achieving below grade level and provide software-generated tests and personalized instructional materials based on specific content standards which have not been achieved.

Assessment	Purpose/Performance Expectations	Grade	Timeline
Internally-Created Tests and Performance Tasks (projects, presentations, papers, experiments, etc.)	Measure standards mastery across all courses/subjects.	6-12	Daily and/or weekly
Publisher-Designed Assessments (online and paper)	Assess mastery of unit/lesson content.	6-12	End of unit/end of semester or year.
AP Exams	College readiness	9-12	In May
CAASPP/California Alternate Assessment	State Criterion-Based Assessment in ELA and Math	6-8, 11	In May
California Science Test	State Criterion-Based Assessment in Science	8, 10-12	In May
NWEA MAPs	National Normed-Referenced assessments in ELA and Math	6-11	September, December (optional), and June
PSAT/SAT/ACT	College readiness	7-12	October, November, or December
ELPAC	Measure language acquisition	6-12	Initial: within 30 days of enrollment Annual: February to May

¹³⁴ California Department of Education. CAASPP and ELPAC Interim Assessments. Accessed July 18, 2024 from <http://www.caaspp.org/ta-resources/interim.html>.

CAASPP /Interim Assessment Blocks	To support teaching and learning throughout the year	6-8, 11	Throughout the year
Physical Fitness Tests (PFT)	To assist students in establishing lifetime habits of regular physical activity	7, 9	February to May

DATA ANALYSIS AND REPORTING

As discussed extensively in Element 1, teachers use standards-aligned formative assessments to continually monitor student progress and to make adjustments on the curriculum and instructions when such is necessary and appropriate. MSA-3 utilizes diverse assessments that are aligned with the curriculum and instructional program as well as the school mission and goals, and compliant with state expectations. Results of these assessments are used to facilitate continuous improvement of the programs offered at the school site, direction of executive leadership, and short and long-range planning by the Board of Directors.

The school's staff, led by the Dean of Academics, department chairs, and intervention/enrichment coordinator, collects, analyzes and reviews the results of school-wide assessments and recommend modifications, if they are needed, to the school's curriculum and other programs at the end of every semester.

Parents are apprised of their students' progress through quarterly report cards. The school records grades, attendance, homework, and student progress reports online and provide regular access to parents. For those parents without access to a computer, MSA-3 has computers on campus available for parent use.

INFINITE CAMPUS: MSA-3'S SCHOOL INFORMATION SYSTEM

MSA-3 uses Infinite Campus (or will use an equivalent) for our internal school information system. Aside from providing a very effective online communication tool for teachers, students, and parents (for course material, homework assignments, projects, course grade statistics and records of student grades), the system enables MSA-3 administrators to create and print any reports within seconds. The system can produce more than 100 pre-designed reports including CA State Average Daily Attendance and CALPADS reports as well as empowering administrators to easily design reports customized to their needs. Infinite Campus or equivalent is a great asset to MPS such that:

- Infinite Campus (or equivalent) empowers Home Office staff to supervise schools easily from anywhere. Home Office staff can take a snapshot of MSA-3 at any time in any aspect, including past data.
- This custom-made system is highly adjustable according to school site and Home Office needs and is continuously being developed to meet specific demands as they arise.
- Longitudinal studies can be performed using Infinite Campus (or equivalent).

Infinite Campus currently is used as the student information system and communication platform used across Magnolia Public Schools, including:

- Mobile Apps: Campus Parent & Campus Student
- Parent & Student Portal
- Ad Hoc Reporting

- Schedule Wizard
- Gradebook
- Response to Intervention/MTSS
- State Reporting

Supported with Tableau, CustomTech Data Visualization allows us to gain insight into all levels of the data. Interactive Data Visualizations are fully integrated into the Infinite Campus interface and are easily shared with staff.

GRADING, PROGRESS REPORTING, AND PROMOTION/RETENTION

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At least two progress reports and two report cards are mailed home per year. Progress reports are not final and indicate a student's performance to-date in the semester. Report cards are issued at the conclusion of each semester. Report cards are mailed home and include final grades that are reflected on a student's transcript.

At MSA-3 course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course. Course report card grades are based on in-class performance tasks (assessments, projects, assignments, and classroom participation), homework, responsibility, and in some instances, additional discretionary components. Each department works with the Department Chair in conjunction with the School's Dean of Academics to develop specific and consistent weights for each component, to be shared with parents and students.

MSA-3 follows a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses and 5.0 (Honors weighted) scale for Advanced Placement and honors courses.

MIDDLE AND HIGH SCHOOL GRADE PROMOTION

In middle and high school, course grades are semester-based and credit is granted at the end of each semester. Students need to have an end-of-the-semester final grade of at least a "C" (=2.0) to earn credit for the course.

To be promoted to the next grade, a student must have a 2.0 GPA and passing grades in all core courses by the end of the school year or by the end of the summer before the start of the next school year. (Core courses are Math, Science, English Language Arts, and History/Social Science.)

- To be enrolled in grade 10, a student must have a minimum of 50 credits, including at least 20 credits in core courses.
- To be enrolled in grade 11, a student must have a minimum of 100 credits, including at least 50 credits in core courses.
- To be enrolled in grade 12, a student must have a minimum of 150 credits, including at least 90 credits in core courses.

If the student has a failed core course or has a recalculated GPA less than 2.0 after the summer before the start of the next school year, the student will be recommended for retention in the current grade unless the Charter School administration determines that retention is not the appropriate intervention

for the student's academic deficiencies. In that case, promotion is contingent upon a detailed plan to correct deficiencies.

ELEMENT 4: GOVERNANCE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” (Education Code Section 47605(c)(5)(D).)

GOVERNANCE STRUCTURE**NONPROFIT PUBLIC BENEFIT CORPORATION**

Magnolia Science Academy 3 (MSA-3) is a direct-funded, independent charter school operated by the Magnolia Education and Research Foundation, doing business as Magnolia Public Schools (MPS), a California Nonprofit Public Benefit Corporation, in accordance with California law. The MPS Board of Directors holds ultimate oversight responsibility for MSA-3. However, the Board delegates the authority for day-to-day school operations, including staff hiring, school management, and ensuring adherence to charter policies, to the CEO and Superintendent of MPS and the designated school leadership team. MPS shall comply with the Brown Act and the California Public Records Act. Copies the MPS Articles of Incorporation, Bylaws, and Conflict of Interest Code are in Tab III.1 and III.2. All MPS Board of Director members shall serve in a volunteer capacity and shall not be compensated for their services. The MPS CEO shall serve as the President of the corporation, by employment contract. The roles and duties of the officers are as established in the Bylaws and in any resolution adopted by the Board of Directors.

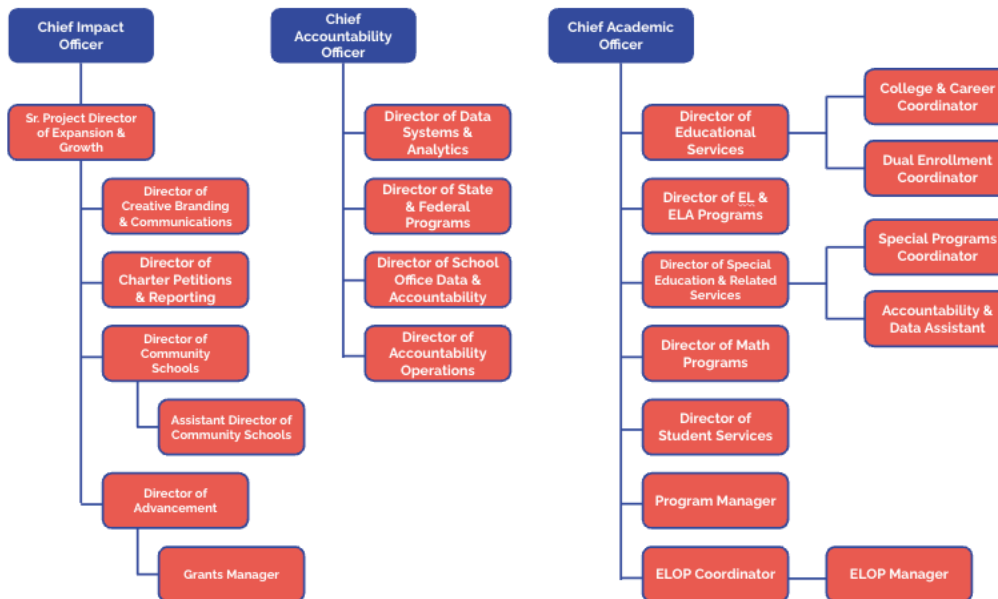
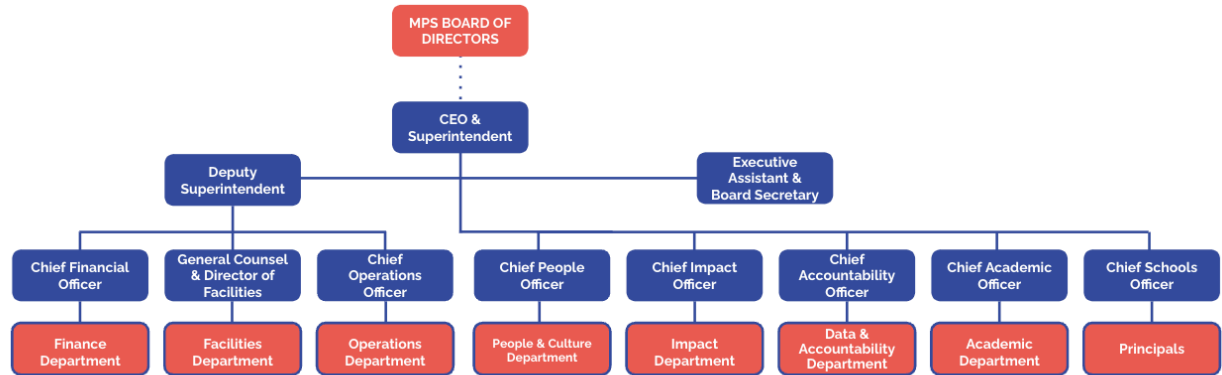
MPS and its Board of Directors shall comply with the Charter, the Articles of Incorporation, Bylaws and the California Corporations Code, and all laws controlling charter schools. MPS, its Board of Directors, administrators, managers and employees, and any other committees of the Board, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest, including CPRA, the PRA, the Brown, and Section 1090. and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions. MPS shall not have any employees on its Board of Directors.

ORGANIZATIONAL CHARTS

The following briefly details the roles of the Home Office lead staff, followed by an Organizational Chart for the school site.

MPS Organizational Chart:

MAGNOLIA PUBLIC SCHOOLS ORGANIZATIONAL CHART



Board of Directors

The MPS Board of Directors (the “Board”) is responsible for overseeing Magnolia Science Academy’s operation and governance. The Board is responsible for hiring and supervising the Chief Executive Officer and Superintendent (“CEO”).

Magnolia Public Schools Home Office

The Magnolia Public Schools Home Office (“Home Office”) executes the decisions and policies set by the MPS Board of Directors and provides general management services to the organization. Through the Home Office, MPS establishes its educational mission across all MPS schools. The Home Office offers a range of services that support schools, ensuring compliance and accountability in meeting charter goals. It also promotes shared and promising practices in curriculum, instruction, and assessment, professional development and growth, and implements systems and processes to monitor academic accountability, operational efficiency, and financial sustainability.

By managing the business operations of schools, the Home Office alleviates programmatic and operational burdens on school administrations, allowing them to focus on student outcomes while benefiting from cost-effective services. Key services provided by the Home Office include, but are not limited to:

- Academics:
 - Academic standards, assessment, compliance, and evaluation
 - Curriculum and Instruction
 - Professional development and coaching
 - Special education support
 - English learner support
 - Gifted and Talented (GATE) and special programs support
 - Science and blended learning advisory
 - College and Career Readiness Programs
- Operations:
 - Governance support
 - Finance and accounting
 - Purchasing and contract compliance
 - Policy and procedures management
 - Legal support
 - Facilities management
 - Risk management
 - Information technology and data management
 - Auditing and compliance
 - Regional school site operational support
- Talent:
 - Human resources operations
 - Recruitment and hiring
 - Credentials and qualifications oversight
 - Leadership development and career path support
- External Relations:
 - Family and community engagement
 - Facilitation of school site governance councils
 - Development and fundraising
 - Communications
 - Grants Development and Fundraising

- Identification of funding opportunities
 - Grant writing and proposal development
 - Fundraising campaigns and donor engagement
 - Compliance with grant reporting requirements
- Community Schools and Programs:
 - Integrated student support services
 - Partnerships with local organizations and community resources
 - Expanded and enriched learning time through after-school and summer programs
 - Family and community engagement initiatives
 - Health, wellness, and social services programs
 - Collaborative leadership and shared decision-making practices
- Accountability:
 - Monitoring and evaluating school performance against charter goals and LCAP management
 - Data collection and analysis to track academic outcomes and student progress
 - Implementation of continuous improvement processes
 - Reporting on academic accountability and compliance with state and federal requirements
 - Support for schools in meeting accountability metrics, including state assessments and internal benchmarks

Chief Executive Officer/Superintendent (“CEO”)

The CEO embodies, advocates, and puts into operation the vision, mission, and strategic direction of MPS, and oversees all aspects of the organization, including financial, operational, educational operations, and strategic planning. The CEO is not a member of the Board, but will fulfill the role of the corporation’s general manager and will have general supervision, direction, and control over the corporation’s day-to-day business and officers, subject to the control of the Board. The CEO hires, supervises, disciplines, and as needed, dismisses the Principals, who, in collaboration with the CEO and the People & Culture department at the MPS Home Office, hires, promotes, disciplines, and as needed, dismisses staff and teachers at the school site. The CEO also oversees hiring, supervision, professional development, evaluation, and dismissal of all C-level positions at the Home Office. All the C-level positions report to the CEO. The Board ensures that the CEO is evaluated formally at least once annually.

Deputy Superintendent

The Deputy Superintendent at Magnolia Public Schools (MPS) plays a critical role in overseeing the operational, financial, and strategic initiatives of the MPS network. Reporting directly to the Chief Executive Officer (CEO), the Deputy Superintendent is responsible for ensuring the efficiency and effectiveness of non-instructional operations, including finance, facilities, and business operations, while aligning these functions with the academic and organizational goals of the network. The Deputy Superintendent leads efforts to enhance operational excellence and sustainability across all MPS schools, providing strategic guidance in the areas of long-term financial planning, resource allocation, facilities management, and organizational growth. The role also involves close collaboration with the Chief Academic Officer (CAO), Chief Operating Officer (COO), and other senior leadership team members to ensure that schools have the necessary resources and support to achieve high academic performance and operational efficiency.

Chief Schools Officer (CSO)

The Chief Schools Officer (CSO) at Magnolia Public Schools (MPS) is responsible for overseeing the academic and operational performance of all schools within the MPS network. The CSO ensures that schools meet educational and organizational goals, achieve high academic outcomes, and maintain alignment with MPS' mission to provide a college preparatory educational program with a focus on STEAM. The CSO leads school leaders, including principals and regional directors, providing strategic direction, leadership development, and support in curriculum implementation, professional development, and instructional practices. Additionally, the CSO collaborates with other executive leadership to establish and monitor systems that ensure compliance, data-driven decision-making, and continuous improvement across all MPS schools.

Chief Academic Officer (“CAO”)

Reporting to the CEO, the CAO is responsible for both sustaining and improving the culture of high academic excellence across MPS. The school administrators at each charter school as well as the curriculum and instructional support staff report directly to the CAO, who has primary authority and accountability for the academic performance of all Magnolia schools. The CAO provides leadership, vision, and strategic direction for MPS' curriculum, instruction, assessment, and school improvement initiatives overseeing professional development for all school leaders and supervising academic management of the charter schools.

Chief Operations Officer (“COO”)

The COO leads all internal operations and, working in partnership with the Magnolia Home Office Executive Team, Board and other leaders, creates the strategic five-year plan and implements new processes and approaches to achieve it. The COO serves as the internal leader of MPS, coordinating the annual operations plan and leading the performance management process that measures and evaluates progress against goals across MPS. The COO provides for all staff a strong day-to-day leadership presence; bridges all functions and supports an open-door policy among all staff; provides Board support; and leads the organization's Regional Directors and Principals. The COO provides strategic and operational direction to assigned organizational components, and provides leadership to the institution in strategic human resources planning and policy, process, and systems development. The COO supports the Facilities Department with the Prop 39 applications and maintaining the relationship with the Districts in regards to colocation matters. The COO is also responsible for the School Meals, vendor selection, accountability follow up. The Information Technology (IT) Departments report to the COO as well. Finally, the COO provides support for organizational structuring and staffing, and oversees the supervision of all managerial, professional, paraprofessional, and support staff in each organizational component.

Chief Financial Officer (“CFO”)

The CFO is responsible for the financial performance of MPS and each of its schools. The CFO provides effective leadership to ensure sustainability, growth, and expansion and advises the CEO and Board on strategic financial planning, financial analysis and business modeling. The CFO ensures ethical and responsible decision-making, and appropriate financial management and governance practices.

Chief Accountability Officer

The Chief Accountability Officer is responsible for overseeing all data and accountability functions, ensuring compliance to local, state, and federal policies and guidelines, including supervision of school site Office Managers in their CALPADS and data reporting, and maintaining SIS and data systems with data visualization and analysis tools ensuring that the organization and staff use consistent, rigorous evaluation tools to increase the efficacy of Magnolia programs.

Chief Impact Officer (“CIO”)

The CIO is regularly required to provide strategic leadership in developing, achieving and maintaining the best possible proactive planning and communication outputs for MPS initiatives that support student achievement. The CIO is continually required to coordinate, analyze and evaluate complex ideas and situations and communicate these items in easy-to-understand language. The CIO is responsible for effective communications (interpersonal, intercultural and public speaking), preparing and implementing annual educational partner surveys, fundraising, community schools program, negotiations and advising school sites and Home Office staff.

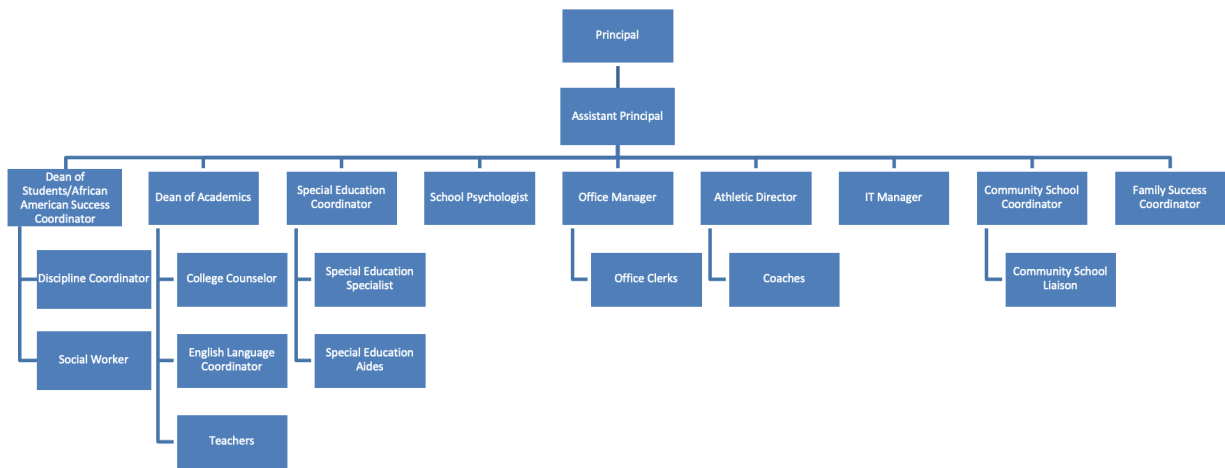
Chief People Officer (“CPO”)

The Chief People Officer sets a vision and strategy for all people, talent, culture and equity work across MPS by including and holding people, students and their families and communities at the center of the work. The CPO builds a lasting culture of equity, inclusion and belonging by operating in authentic partnership and relationship with the C-team (Senior Leadership team), School Leaders, the People & Culture Department and all of MPS educational partners. Additionally, the CPO directs and manages the various core business, financial, process, and systems functions of MPS’ centralized People & Culture Department. The CPO champions and leads the work to develop, support and recognize every MPS staff member, ensuring equitable opportunity for professional growth. Reporting to the CEO and Superintendent, the CPO leads, supports and develops the members of the People & Culture Department.

General Counsel and Director of Facilities

The General Counsel provides effective leadership to ensure MPS’ sustainability and growth, and advises CEO and Board on those areas, including facilities and risk management. The General Counsel and Director of Facilities is responsible for working with architects, developers and consultants on the acquisition, design and construction of new facilities; planning, budgeting and project managing capital and tenant improvements; negotiating and managing leases; and managing relationships with landlords.

CURRENT ORGANIZATIONAL CHART OF MSA-3



MSA-3 is not independent from the rest of the MPS charter schools and Home Office. The Charter School personnel report to their Charter School principal who, in turn, reports to the Chief Schools

Officer. The Chief Schools Officer ensures that the Charter School receives effective operational, academic, and financial support from the Home Office staff on a shared basis with the rest of the MPS charter schools.

While full job descriptions are provided as required in Element 5, the following briefly summarizes the leadership team roles at MSA-3:

Principal

The Principal is the senior authority at the Charter School, and is responsible for the day-to-day operation of the school. The Principal is the educational and instructional leader of the school, and collaborates with the Chief Academic Officer and Chief Schools Officer on school operations and management. As part of the authorizing body relationship, the Principal also reports to the County as required."

Assistant Principal

The Assistant Principal at the Charter School supports the principal in the day-to-day operations and management of the school. They often take on various responsibilities such as student discipline, teacher evaluations, and curriculum development. The assistant principal may also step in for the principal when needed and play a crucial role in maintaining a positive and productive educational environment.

Dean of Academics

The Dean of Academics coordinates all academic activities, leads professional development, and oversees curriculum, instruction, and assessment at the Charter School.

Dean of Students

The Dean of Students provides for enforcement of school rules, oversees appropriate and reasonable student discipline, and helps students develop positive behavior through a student discipline management system.

GOVERNING BOARD COMPOSITION AND MEMBER SELECTION

In accordance with the MPS Bylaws, the Board shall include between three (3) and eleven (11) directors. The current Board consists of five dedicated individuals, plus a student representative. Each member of the Board has been carefully chosen for his/her passion and commitment to the MPS vision and mission, dedication to education, area of professional expertise, service to the community, and ability to support the vision and mission of MPS. No current employees may serve on the Board of Directors.

Each director shall hold office for five (5) years and until a successor director has been designated and qualified. Board terms are renewable upon mutual consent between the Board and the member. Magnolia's governance structure provides for staggered terms; this is accomplished through our bylaws by appointing members of the Board at different times and for staggered terms.

	First	Name	Last Name	Beginning Term	End term
1	Mr.	Mekan	Muhammedov	4/24/2020	4/23/2025
2	Ms.	Sandra	Covarrubias	8/10/2022	8/9/2027 (former parent)
3	Dr.	Umit	Yapanel	10/12/2022	10/11/2027
4	Mrs.	Diane	Gonzalez	12/10/2020	12/9/2029

5	Dr.	Salih	Dikbas	12/10/2020	12/9/2029
6	Mr.	Naim	Bayraktar	7/12/2024	6/30/2025 (student)

In accordance with the Bylaws, all directors are designated by a vote of the existing Board of Directors. Any vacancy occurring on the Board of Directors shall be filled in accordance with the bylaws. Any member of the community may refer a potential candidate to the Board. The Board shall strive to include directors who have expertise in education, law, finance, non-profit management, community engagement and more. The Board is committed to maintaining community representation on the Board (e.g., persons who live within and represent the San Fernando Valley). Although not required, the Board will strive to create an odd number of Directors for voting purposes. The Board will strive to seat new Directors as promptly as possible upon any vacancy or change in the Board's designated number of directors.

Pursuant to Education Code Section 47604(c), the County may, at its discretion, appoint a representative to MPS' Board. If the County chooses to do so, MPS may choose to appoint an additional member to ensure that the Board is maintained with an odd number of directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

GOVERNANCE PROCEDURES AND OPERATIONS

BOARD MEETINGS AND DUTIES

All meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act and Education Code Section 47604.1(c). The Board shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board.

Regular meetings of the Board of Directors shall be held monthly at a date and time set by the Board (currently, the second Thursday of the month). Meetings will be held in person in a location within the Board's jurisdiction. The schedule for regular Board meetings will be included in the school's monthly calendar that will be distributed to all parents at the school. Meeting notices and agendas will be made available and posted to the public prior to board meetings (both online posting as well as physical posting at the school site for public viewing). For all regular meetings, an agenda will be posted 72 hours in advance. A book of minutes of all meetings, proceedings, and actions is kept at the MPS Home Office or such other place as the Board may direct according to its Bylaws. In accordance with the Brown Act, special meetings of the Board may be held only after twenty-four (24) hours' notice is given to each director and to the public through the posting of an agenda.

To ensure public participation for Los Angeles County stakeholders, MPS provides video and/or phone conferencing access at its school sites within Los Angeles County. This allows members of the public to watch and participate in Board meetings via live video and/or phone conferencing capabilities from

school sites, homes, or the location of their choice. Information about the participation procedure is included on the agenda and information web pages for the meetings. All participants/speakers have access to language translation services if requested in advance.

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

- At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from within MPS' jurisdiction;
- All votes taken during a teleconference meeting shall be by roll call;
- If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- 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.

MPS has adopted a conflict of interest policy that complies with the Political Reform Act, Government Code Section 1090, as set forth in Education Code Section 47604.1, and the Corporations Code. The Board of Directors attends an annual in-service for the purposes of training individual board members on their responsibilities with topics including, at minimum, ethics, Conflicts of Interest and the Brown Act.

The Board's responsibilities include, but are not limited to, the following:

- Exercises fiduciary role to ensure that the charter school is properly managed;
- Maintains legal status; ensures the proper paperwork is submitted to governmental agencies;
- Reviews financial and business dealings and exercises proper judgment in avoiding conflicts of interest;
- Approves and monitors the annual budget and budget revisions;
- Reviews and approves periodic financial reports (balance sheet, income statement, changes in financial position);
- Determine the methods of raising revenue and approving all debts;
- Ensures that proper internal controls are in place and maintained;
- Establishes mission and strategic direction for the organization and approves goals and objectives designed to achieve those ends;
- Reviews strategic plan and progress;
- Assesses program evaluation plan;
- Assesses compliance/progress in achieving educational and other outcomes agreed to in the charter petition;
- Develop, adopt and periodically review written policies;
- Hires CEO and evaluates the CEO's performance;
- Assures long-range commitments of resources; establishes a fund development plan and participates in its implementation;
- Establishes and communicates clear expectations of board membership;
- Assures effective participation of all trustees;
- Defines, communicates and assures the role of board, committees, and CEO in making decisions;

- Promotes the organization to parents and the general public, including serving as an emissary of the organization to the broader community;
- Promotes cooperative action with other charter and traditional public schools, including activities and occasions when the charter school should take part in coalitions, shared programs, and joint action;
- Approve awarding of contracts in excess of the delegated authority adopted by board policy;
- Approve charter resolutions as necessary and submit requests for material revisions as necessary to the authorizer for consideration;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions;
- Recruit and appoint new Board members and provide for orientation training;
- Maintain Board operations; and,
- Assess its own performance.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with this charter or the purposes for which MPS and its schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of MPS any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

BOARD COMMITTEES

The Board, by action adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director if performing delegated functions, or non-directors if the committee does not perform delegated functions, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. Any such committee shall have delegated authority of the Board, to the extent provided in the Board's formal authorization, except that no committee may:

- Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- Fill vacancies on the Board or any committee of the Board;
- Amend or repeal bylaws or adopt new bylaws;
- Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- Create any other committees of the Board or appoint the members of committees of the Board;
- Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected;

- Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest; or
- Any other action that by law requires full board action.

Meetings and actions of committees of the Board shall be governed by the Brown Act. Minutes of each meeting shall be kept and shall be filed with the corporate records.

EDUCATIONAL PARTNER INVOLVEMENT

All educational partners within the school community play a vital role in advancing the vision and mission of MSA-3 and its programs. MPS is committed to ensuring that all educational partners—staff, families, students, and community members—have a voice in matters critical to the school’s success. MPS strongly encourages parents to participate in and share the responsibility for the educational process and educational results of MSA-3. In addition to parent representatives on the Board of Directors, parents are active participants in developing local school policies, leading efforts to engage the support of the community, making recommendations about issues related to the school, and reviewing parental and community concerns. The following are the primary mechanisms through which educational partners at the school site impact decision-making:

PARENT ADVISORY COMMITTEE (“PAC”)

The Parent Advisory Committee is a body that works with the Principal to develop, review, and evaluate programs at the school site. The PAC consists of:

- The Principal
- 2 teacher representatives selected by teachers at the Charter School
- 1 other school personnel selected by peers at the Charter School
- 8 parents of students attending the Charter School selected by such parents
- 1 community member selected by parents
- 2 students (grades 6-12) selected by students attending the Charter School

The PAC meets at least eight times a year and makes recommendations and participates in a shared decision-making process regarding matters of interest to families and teachers, e.g., review and comment on the LCAP and related expenditures, including the Title Budget and Title-funded expenditures, in accordance with all state and federal laws and regulations. The PAC obtains recommendations for, and review of the LCAP (serving as the Single Plan for Student Achievement), recommends it to the Board for implementation, and evaluates its effectiveness annually.

The Charter School will use their website to update parents and stakeholders with their school calendar, meeting dates, accountability plans, upcoming events, and more.

The Principal is responsible for communicating the PAC’s recommendations to the CEO and/or Board (though all parents/teachers are invited to attend any Board meeting per the Brown Act).

ENGLISH LEARNER ADVISORY COMMITTEE (“ELAC”)

State law mandates each public school with 21 or more students who are English Learners in attendance, regardless of language, form a functioning English Learner Advisory Committee. The ELAC will be formed at MSA-3 when the site has 21 or more students of LEP. The ELAC membership will include: Parents of ELs (at least the same percentage of the ELAC membership as ELs constitute of the school's total student population), school staff, and /or community members as long as the minimum percentage requirement for EL parents is maintained. The ELAC will advise the Principal and staff on programs and services for English learners, and participate in annual goal setting and evaluation of EL achievement and needs (including the LCAP).

PARENT TASK FORCE ("PTF")

The PTF is the Parent/Guardian Club at MSA-3, with a mission to contribute by building a rich, supportive environment for students. The PTF works in partnership with the administration, teachers and parents of MSA-3. All parents or guardians of students currently enrolled in MSA-3 are general members of the PTF, who elect leaders annually including a President, Vice President, Secretary, and Treasurer. The PTF holds monthly members' meetings during the school year.

The PTF facilitates students' success in the 21st century classroom and workforce by promoting and supporting high levels of academic performance, while fostering positive growth in social/emotional behaviors and attitudes. This will include, but is not limited to:

- Support the Charter School in its mission;
- Promote communication and mutual respect among parents, faculty and administration;
- Support the educational and social objectives of the school through PTF-sponsored programs;
- Provide direct financial support to the school through organized fundraising events;
- Provide financial assistance to programs that directly impact teachers and students;
- Organize community-building and civic engagement events.

There are various opportunities for parents to volunteer at MSA-3. For example, they may help in classrooms, lead extra-curricular activities, assist in event planning, tutor, assist with lunch distribution, and attend field trips. All parents are encouraged – but not required – to contribute a minimum of 10 hours per year to the Charter School. Parents are encouraged to volunteer at Back to School Nights, PTF meetings, contribute to the MPS newsletter and participate in various other opportunities. Parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

STUDENT-TEACHER-PARENT PORTAL

As noted above, MPS currently uses Infinite Campus, an online web portal, to enable parents, students, and teachers to communicate more efficiently at each of our schools. Teachers maintain a webpage for every class, where they post course materials, homework assignments, projects, grade statistics, and records of students' performance on quizzes, tests, class participation, and homework assignments. Students and parents access these resources using confidential passwords.

In addition to Infinite Campus, MPS utilizes ParentSquare, a two-way communication tool that fosters real-time communication between families, teachers, and staff. ParentSquare enables parents to receive school updates, announcements, and communicate directly with teachers and school administration through messages, posts, and alerts. The tool is accessible via mobile app, email, or text, providing flexibility for families to stay connected.

MPS also provides access to teacher websites, which serve as a hub for digital instructional materials, including online software and programs that support learning. These websites improve collaboration and communication between teachers, students, and parents by centralizing resources such as assignments, learning platforms, and instructional tools.

For families without home computers, MPS encourages them to come to campus and use one of the available computer stations. Additionally, classes will be held at MSA-3 on how to navigate and use both the portal and Teacher Websites, as well as how to access them via computers, smartphones, and free Internet access at public libraries.

The Charter School will use its website to support educational partner involvement by actively updating the school calendar with meetings and opportunities for parents in both English and Spanish. Feedback from parents is collected through our PTF (Parent-Teacher-Friends) meetings, ParentSquare, and our yearly educational partner surveys. Parents are also given the opportunity to be part of the LCAP process during Parent Advisory Committee meetings.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” (Education Code Section 47605(c)(5)(E).)

QUALIFICATIONS TO BE MET BY INDIVIDUALS TO BE EMPLOYED BY MSA-3

MSA-3 will ensure each teacher holds the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment. If a teacher does not hold the appropriate certificates, MSA-3 will request an emergency permit or waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district. Teachers assigned to provide ELD and instruction in subject matter courses for ELs will have the appropriate authorizations.

MSA-3 shall adhere to all requirements of ESEA, as reauthorized and amended by ESSA that are applicable to teachers and paraprofessional employees in charter schools. MSA-3 shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(I). MSA-3 shall maintain current copies of all teacher credentials and make them readily available for inspection.

EQUAL EMPLOYMENT OPPORTUNITY

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

EMPLOYEE POSITIONS AND QUALIFICATIONS

All personnel commit to the MPS mission and vision and abide by the MPS Employee Handbook. All employees’ job descriptions and work schedules are reviewed and modified as needed to meet the needs of the Charter School and its students. The job descriptions are based on the job duties for each employee and determined as part of the individual employment agreement.

PRINCIPAL

The Principal will orchestrate program and service delivery to students through teaching and auxiliary staff. Assistant Principals/deans will assist the Principal in instructional program administration and student activities and services.

Skills and Qualifications for the Principal:

- 5+ years as a teacher (preferred)
- 2+ years in a school administrative position
- Clear CA Teaching Credential (preferred)
- Clear admin credential (preferred)

Responsibilities and Duties:

Student Performance

- Set and enforce rigorous standards for student achievement that are in line with the goals of Magnolia Public Schools.
- Ensure the academic program meets or exceeds yearly student outcome goals as defined by Magnolia Public Schools and measured by the state of California accountability requirements.
- Report to the chartering agency when required.

Organizational Leadership

- Develop organizational goals and objectives consistent with the vision, mission and values of Magnolia Public Schools.
- Maintain active involvement in the school improvement planning process by providing resources for decision-making and priority setting.
- Lead teachers and department heads in developing a healthy school culture aligned with the vision, mission and values of the school and the region.
- Create a culture of excellence, teamwork and collaboration amongst the staff, teachers, students and families.
- Foster a school climate that supports both student and staff success and promotes respect and appreciation for all students, staff and parents.
- Oversee all programs, services, and activities to ensure that program objectives are met.
- Ensure compliance with all local, state and federal funding sources.
- Manage student enrollment process to ensure that the school achieves its targeted enrollment projections.
- Ensure the safety and security of all students, staff, visitors, and public and property.
- Ensure an orderly learning environment.
- Ensure appropriate standards of student behavior, performance, and attendance.
- Ensure that all disciplinary issues are addressed fairly and immediately.
- Manages and organizes all necessary meetings with staff, parents, and students.
- Monitor instructional and administrative processes to ensure that program activities are related to program outcomes and use findings to take corrective actions.
- Report to and consult with the Home Office.
- Work with faculty and students to implement a student discipline management system that encourages positive student behavior and enhances the school climate.
- Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with the Student/Parent Handbook.
- Use appropriate and effective techniques to encourage community and parent involvement.
- Communicate with the chartering agency and attend necessary meetings.

Instructional Leadership

- Direct and manage instructional extracurricular and intramural programs.
- Manage, evaluate and develop a team of teachers.
- Work with teachers to constantly assess and improve student achievement results.
- Ensure use of effective, research-based teaching methodologies and practices.
- Implement data-driven instructional practices and lead discussions about student performance.
- Work with teachers to improve their teaching practice through coaching, professional development, modeling, and collaborative planning.

- Keep abreast of successful instructional methodologies and practices.
- Provide high quality curricular training and resources to staff.
- Ensure consistencies in instruction and practice amongst team of teachers.
- Foster culture of professionalism among teachers and staff.
- Ensure learning environment and classroom instruction maximizes student learning.
- Monitor progress of all students.
- Supervise and mentor all teachers.

Operational Leadership

- Implement the budget development process with the assistance of the Magnolia Public Schools CEO, COO, and CFO that meets targeted requirements.
- Manage use of school facilities and supervise maintenance of facilities to ensure a clean, orderly and safe campus.
- Oversee management of school records and resources as necessary.
- Ensure compliance of local, state, and federal laws and regulations.
- Comply with local, state and federal laws and regulations affecting the Charter School.
- Compile, maintain, and file all physical and computerized reports, records, and other documents required by law and MPS policy, including accurate and timely reports of maximum attendance to requisition textbook.
- Conduct conferences about student and school issues with parents, students, and teachers.

Personnel

- Hire, supervise, and evaluate the faculty and Charter School site staff.
- Continually monitor progress on all measures of school and staff performance.
- Administer Magnolia Public Schools approved personnel policies and procedures.
- Ensure legal hiring and termination procedures in collaboration with the District's Human Resources staff.
- Oversee any and all disciplinary actions.
- Provide for adequate supervision, training, and evaluation of all staff and volunteers.
- Communicate the vision that supports the school's goals and values.
- Create an effective team of people jointly responsible for the attainment of school goals and committed to achieving excellence.

Community Relations

- Serve as liaison between teachers, parents, and the community.
- Exhibit a high degree of professionalism in all elements of this position, while serving as a contributing member of the Magnolia Public Schools and Community and a dedicated role model for other employees.

ASSISTANT PRINCIPAL

The Assistant Principal, reporting to the school site Principal, leads teacher coaching, professional development and evaluation, curricula development and implementation, monitors student achievement data, oversees student supervision during non-instructional time, including before- and after-school, leads student discipline and restorative justice practices and manage support services, and supports the Principal with operational functions including fiscal and facilities management.

Skills and Qualifications:

- Bachelor's degree required (preferably in Education, or a STEAM related field)
- Administrative and/or teaching credential preferred
- Experience in teaching science and/or technology and administrative duties
- Up-to-date computer and technology knowledge
- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Proven commitment to the values, mission, and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high-quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills

Responsibilities and Duties:*Academic Program*

- Assist with curriculum developments and improvement.
- Supervise textbook review and textbook ordering.
- Oversee the development of curriculum, lesson plans and instruction in the classroom.
- Update course descriptions and offerings in school manual and school website.
- Coordinate teacher and student involvement of after school program.
- Responsible for developing and changing of daily class schedule.
- Coordinate all academic activities with the department chairs.
- Oversee all instructional field trip planning.
- Coordinate failing letters and summer school/preparation.
- Bring academic and event calendar to weekly administrative meetings.

Student Performance

- Conference with students/parents on academic issues.
- Responsible for scheduling and coordination of the tutorial program and instructional after-school/Saturday school activities.
- Assess grade reports and mid-quarter reports before they go home to families.
- Prepare standardized testing schedules and inventory for standardized testing in a combined effort with the administrative assistant.
- Oversee homework, class work, projects, tests, for teachers in School Information System (SIS).
- Report weekly at administration meeting any teachers who are not using School Information System (SIS) properly.
- Review student progress at the end of each quarter and notify parents of students on academic probation.
- Maintain list of high honor/honor students.

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members.

Personnel Management

- Hold teacher evaluation conferences based on records of performance evaluation.
- Administration and Fiscal/Facilities Management.

- Oversee school operations in Principal's absence.
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules.
- Oversee student attendance records and assist the office manager on truancy issues.
- Aid in safety drill practices and inspections.

Staff Development

- Hold teacher orientation and in-service training throughout the year.
- Regularly prepare items for staff development for weekly faculty meetings and attend weekly administrative meetings.
- Conference with teachers on academic issues in the classroom.
- Conduct formal and informal teacher observations.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences regarding student and school issues.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.

Supervision

- Supervise teachers with their before/after school and lunch duties.
- Supervise at transition periods, lunch, before and after school.

Discipline

- Oversee discipline issues for teachers in School Information System (SIS).
- Coordinate and chair the Charter School's Restorative Justice Committee.

Support Services

- Supervise safety and welfare of students.
- Manage support services including transportation, custodial and cafeteria.

Enrollment Efforts

- Work with PACE coordinator to coordinate enrollment events/activities.
- Coordinate with CIO enrollment related tasks.
- Work with front office to process the new applications.

Parent Outreach

- Schedule zoom meetings/in-person meetings for parental engagement.
- Form a group of parents for WASC and renewal.
- Actively seek feedback from parents.
- Recruit new students by reaching out to existing families.

Communication

- Establish communication rapport with parents, students, principals and teachers through conferences.

- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Other

- Enrich job skills through professional development activities.
- Keep up to date on and abide by state and charter regulations and policies.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as necessary.
- Other job related duties and schedules assigned by supervisor.

DEAN OF ACADEMICS

Skills and Qualifications for the Dean of Academics:

- 3+ years as a teacher
- 2+ years in a school administrative position (preferred)
- Clear CA Teaching Credential (preferred)
- Clear admin credential (preferred)

Other:

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary
- Other job related duties and schedules assigned by supervisor

Dean of Academics' Responsibilities and Duties:

Academic Program

- Assist with curriculum developments and improvement
- Supervise textbook review and textbook ordering
- Oversee the development of curriculum, lesson plans and instruction in the classroom
- Update course descriptions and offerings in school manual and school website
- Coordinate teacher and student involvement of after school program
- Responsible for developing and changing of daily class schedule
- Coordinate all academic activities with the department chairs
- Oversee all instructional field trip planning
- Coordinate failing letters and summer school/preparation
- Bring academic and event calendar to weekly administrative meetings

Student Performance

- Conference with students/parents on academic issues
- Responsible for scheduling and coordination of the tutorial program and afterschool/Saturday school activities
- Assess grade reports and mid-quarter reports before they go home to families
- Prepare standardized testing schedules, and inventory for standardized testing in a combined effort with the administrative assistant
- Oversee homework, class work, projects, tests, for teachers in School Information System (SIS)
- Report weekly at administration meeting any teachers who are not using School Information System (SIS) properly

- Review student progress at the end of each quarter and notifies parents of students on academic probation
- Maintain list of high honor/honor students

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members

Personnel Management

- Hold teacher evaluation conferences based on records of performance evaluation
- Administration and Fiscal/Facilities Management
- Oversee school operations in Principal's absence
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules
- Oversee student attendance records and assist the office manager on truancy issues
- Aid in safety drill practices and inspections

Staff Development

- Hold teacher orientation and in-service training throughout the year
- Regularly prepare items for staff development for weekly faculty meetings and attend weekly administrative meetings
- Conference with teachers on academic issues in the classroom
- Conduct formal and informal teacher observations

Communication

- Establish communication rapport with parents, students, principals and teachers through conferences
- Create and maintain a professional relationship with colleagues, students, parents and community members
- Present information accurately through clear communication skills

DEAN OF STUDENTS

Skills and Qualifications for the Dean of Students:

- Bachelor's degree required (preferably in Education, or a STEAM related field)
- Administrative and/or teaching credential preferred
- Experience in teaching and administrative duties preferred
- Up-to-date computer and technology knowledge
- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills.

Dean of Students' Responsibilities and Duties:

- Assist and oversee the development and improvement of curriculum, lesson plans, and

instruction in the classroom.

- In collaboration with the Admin team, conducts teacher orientation, in-service training and other professional development throughout the year.
- Coordinate teacher and student involvement in after-school academic enrichment, Saturday school and other academic enrichment opportunities. Create student and teacher schedules and assist in coordinating logistics for the programs.
- Conduct formal and informal teacher observations utilizing the appropriate MPS evaluation tools.
- Conference with teachers on academic/behavioral issues in the classroom.
- Attends and participates in weekly administration meetings.
- Oversee student attendance records and assist with truancy issues.
- Lead in safety drill practices and inspections and include updates and revise school safety plan with local law enforcement collaboration for approval by MPS executive board
- Oversee student service programs in the areas of gifted and talented, child welfare and attendance, discipline procedures, school safety, assure compliance of laws, education codes, and regulations, and Title IX matters.
- Assist students develop positive behavior through a student discipline management system in a process aligned with restorative justice practices.
- Hold conferences with parents/guardians related to student and school matters.
- In collaboration with the administrative team, create an academic success plan for struggling students. Remains current in MPS policies regarding academic and behavior probation for students and applies the policies appropriately.
- Collaborate with the special education team to develop and sustain intervention strategies for students with IEPs and 504 Plans, especially in matters of disciplinary actions that result in a suspension or expulsion.
- Supervise at transition periods, break, lunch, before school and after school.
- Assist in coordination and preparing mandated reports for charter authorizing agencies and their visits to school sites. (Charter School Division, WASC, Public School Choice, etc.)
- Follow through with communication to all stakeholders especially when involving safety, behavior, and attendance.
- Communicate directly with the school principal regarding all major incidents that may result in suspension/expulsion.
- Any other duties as assigned by the principal and MPS.

African American Success Coordinator Responsibilities and Duties:

The African American Success Coordinator role builds on and enhances the existing responsibilities of the Dean of Students, focusing on data analysis and targeted academic support for African American students. This role includes monitoring progress in critical areas such as Math and ELA IAB scores, suspension rates, chronic absenteeism, and College and Career Indicator data. In alignment with current duties as Dean of Students—overseeing student services programs, addressing attendance and truancy issues, and developing restorative justice-based behavior strategies—the African American Success Coordinator will also work closely with school leaders to analyze trends, identify challenges, and implement solutions that ensure African American students receive the academic and personal support they need to thrive.

TEACHERS

The primary role and purpose of a teacher is to provide students with appropriate educational activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Teachers will help students develop the skills necessary to be productive members of society.

Skills and Qualifications:

- BA or BS (as appropriate) degree
- Valid teaching credential, certificate, permit or other documentation required by Education Code Section 47605(l); TK teachers shall comply with qualification requirements as set forth in Education Code Section 48000
- Understanding of subjects assigned
- Knowledge of curriculum and instruction
- Capability of instructing students and managing their behavior
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication and interpersonal skills.

Teacher's Responsibilities and Duties:

Instructional Strategies

- Design, write and use lesson plans that conform to the charter's curriculum. Ensure written plans are available for review. The dean of academics will review all lesson plans
- Ensure lesson plans show modifications for differences in student learning styles
- Teach instructional subjects according to guidelines established by California Department of Education, charter polices and administrative regulations
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs
- Design instructional activities by using data from student learning style assessments
- Collaborate with special education teachers on student Individualized Education Programs (IEPs) to ensure all modifications are met
- Collaborate with staff to determine charter requirements for the instructional goals, objective and methods.
- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process

Growth and Development

- Incorporate the principles and ideas of the Portrait of a Graduate and Magnolia Public Schools Schoolwide Learner Outcomes (SLOs) in lessons to support student growth.
- Help students assess and enhance their study methods and habits
- Produce formal and informal testing to evaluate student success
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the charter Principal
- Serve as an example for students, and support mission of the Charter School

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior in agreement with the student handbook

- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection

Communication

- Establish communication rapport with parents, students, Principals, deans and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills

Other

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary

SPECIAL EDUCATION COORDINATOR

Skills and Qualifications:

- Bachelor's degree
- Credentialed ED Specialist/ School Administrator / School Psychologist
- 2-3 years of experience as a credentialed teacher or education specialist
- Knowledge in Special Education laws, policies, regulations, compliance and CDE procedures (preferred)
- United States work authorization

Special Education Coordinator's Responsibilities and Duties:

- Overseeing / managing a caseload of special education students and the implementation of their IEP/504 plans in: inclusive, self-contained and pull-out settings.
- Ensuring appropriate delivery of both special education instruction and related services as stipulated on IEPs/504 plans.
- Ensuring compliance by the school with all local and Federal laws and regulation relating to students with IEPs/504 plans and students referred to special education.
- Ensuring that services provided by contractual personnel are of high quality, provided in the LRE, and are aligned with students' IEPs/504 plans.
- Effectively communicating to parents and guardians the special education process including process for referrals, evaluations, annual IEPs/504 plans, and re-evaluations.
- Facilitating IEP meetings using a strengths based and family centered approach
- Coordinating with the student's special education team to ensure all documents are completed in a timely manner (according to state, local, and school policies and procedures) prior to meeting. Connect with the special education team to ensure all team members (including parents) are prepared for the content of the meeting.
- Coordinating with a special education team to complete quarterly IEP progress reports and provide quarterly IEP progress reports to parents/guardians.
- Maintaining student files (paper and electronic) according to school, district and state standards.
- Providing training and technical assistance to case managers, teachers, related service providers and support service professionals on all aspects of cases management: use of computer systems

for the special education process, goal writing, progress reports, annual reviews and parent communication.

- Ensuring IEPs are developmentally appropriate, curriculum/standards -based, strength based, and relevant to individual students.
- Working to maintain a school and data system that includes: student information related to IEPs, services, service hours, evaluations, referrals, timelines in which evaluations were completed and discipline incidents.
- Supporting the planning of special education initiatives and the implementation of initiatives. Integrates new developments, research findings and best practices into ongoing programs and new initiatives.
- Representing school as a subject matter expert in contact with district, state, Federal Agencies and non- profits concerning students with special needs.
- Overseeing special education inventory of equipment / materials.
- Identifying and developing appropriate curriculum and school based assessments to support the academic growth of students with IEPs/504 plans.
- Gathering and reporting data for all reporting requirements concerning students with IEPs/504 plans and other required reports (to the State, Department of Education, census, grant applications, annual report, etc.).
- Maintaining a high level of knowledge regarding developing special education issues such as changes in federal and local special education policy.
- Advocating for special education with school leadership.
- Establishing and maintaining communication with parents of students in the program.
- Facilitating workshops / meetings for parents, as well as identifies resources for parents of students with special needs.
- Engaging parents and families in their student's learning and acting as an ambassador for the school in the community.
- As appropriate, connecting with students outside providers, pediatricians, and therapists to support student's needs in the classroom.
- Co- Coordinating subject related programs
- Maintaining confidentiality of student records and student information
- Other job related duties as assigned by the supervisor.

SPECIAL EDUCATION AIDE

The primary role and purpose of a Special Education Aide is to provide assistance to the Special Education teacher for the physical and instructional needs of the charter students with disabilities in the special education program. The Special Education Aide will help implement educational programs, including self-help, behavior management and instructional programs for students. The Special Education Aide will work under direct supervision of a certified teacher and indirect supervision of the Principal. Special education aides who are authorized to handle crisis situations and physically restrain students will complete specialized training in behavioral interventions.

Special Education Aide's Responsibilities and Duties:

Instructional Support

- Prepare educational materials and displays for the classroom with the assistance of the classroom teacher
- Assist in keeping class neat and orderly
- Assist teacher in handling administrative records and reports
- Help substitute teachers with classroom layout, or other pertinent classroom management ▪ Assist with inventory, care and maintenance of equipment

Student Management

- Help physically disabled students according to their needs, including but not limited to transferring to and from wheelchairs, lifting, or positioning
- Help students with physical needs and personal care, including but not limited to feeding, bathroom needs, and personal hygiene
- Assist in student behavior management; this includes handling crisis situations and restraining disruptive or dangerous students as needed
- Take responsibility for learning and conforming to each student's special medical, physical, communicative and emotional needs
- Coordinate educational activities assigned by the teacher; help individual students or small groups ▪ Assist in overseeing students throughout school day, inside and outside classroom; this includes lunchroom, bus and playground duty
- Advise teacher on special needs or problems of individual students

Other

- Ensure confidentiality
- Enhance job skills by participating in staff development programs
- Be active in faculty meetings and special events as assigned
- Other job related duties and schedules assigned by supervisor

SPECIAL EDUCATION SPECIALIST

The primary role and responsibility of a Special Education Teacher is to provide services to special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. The Special Education teacher will develop student ability level instructional materials through modified curriculum and prepared lesson plans. The Special Education teacher will conduct work in self-contained, team, departmental or itinerant capacity as necessary. Special education teachers and paraprofessionals who are authorized to handle crisis situations and physically restrain students will complete specialized training in behavioral interventions, such as Crisis Prevention Institute ("CPI"), prior to placement in the classroom.

Skills and Qualifications:

- B.A. or B.S. degree
- Masters degree preferred
- California Commission on Teacher Credentialing certificate, permit or other document required for the teacher's certificated assignment
- Knowledge of special needs of students in assigned area
- Knowledge of IEP goal setting process and implementation
- Knowledge of curriculum and instruction

- California Commission on Teacher Credentialing certificate, permit or other documentation equivalent to what a special education teacher in other public schools would be required to hold

Special Education Teacher's Responsibilities and Duties:

- Work in conjunction with students, parents and other members of staff to develop IEPs
- Design, write and use instructional, therapeutic or skill development programs for assigned students and ensure written plan is available for review
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in general education class when appropriate
- Design instructional activities by using data from student learning style assessments
- Ensure IEP guidelines are met when presenting subject matter
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned
- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process
- Produce formal and informal testing to evaluate student success
- Oversee or ensure personal care, medical care and feeding of students as stated in IEP
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the charter principal
- Serve as an example for students, and support the mission of the Charter School
- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEPs.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEPs
- Collaborate with charter and outside resource people regarding education, social, medical and personal needs of students
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection
- Ensure good communication rapport with parents, students, principals and teachers through conferences
- Create and maintain a professional relationship with colleagues, students, parents and community members
- Present information accurately through clear communication skills
- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary
- Provide scalable instructional program leadership to all school leaders with specific responsibility for planning, development, implementation, assessment and improvement across all schools.

COLLEGE COUNSELOR

The College Counselor reports to the Principal and is responsible for administering all aspects of the college search and admissions process.

Skills and Qualifications:

- Bachelor's Degree from an accredited institution
- Knowledge of college application and admissions best practices
- Ability to manage multiple workflows
- Ability to communicate with students, parents, and colleagues in a professional manner
- Ability to meet strict deadlines involving multiple educational partners
- Proficiency in Google docs, Microsoft Windows, Microsoft Word, Excel, Access, and PowerPoint

Preferred

- Bilingual in English and Spanish
- PPS Credential
- Master's or other advanced degree in counseling or advising

Responsibilities and Duties:

Parents and Students

- Provide strategies, advice, support and guidance to those students and their families from the application process throughout their time here to making the best individualized choice for college.
- Meet with students individually and in groups to educate and empower them on how to navigate the college process, admissions trends, and individual college options.
- Counsel and assist students to identify resources for scholarships and financial aid for colleges and universities.
- Conduct course selection group sessions for students and parents.
- Produce regular communications targeting juniors and seniors throughout the school year
- Assess all submissions from students/parents who have completed approved on-site or on-line courses for high school credit.
- Provide group guidance activities such as PSAT interpretations, college selection and admissions information, etc.
- Generate a school wide college preparation/awareness plan.
- Write school recommendations for members of the senior class (detailed letters of support).

College Guidance

- Organize financial aid workshops, individual meetings, and respond to data regarding FAFSA/CADAA application rates.
- Provide student and parent updates throughout the year on college applications and scholarship information and deadlines.
- Create and submit materials to colleges in support of college applicants, including transcripts and references/recommendations. May include coordinating the faculty writing of requested recommendations for students applying to college.
- Cultivate mutually beneficial working relationships with college admissions professionals and local area college counseling colleagues. Facilitate visits between students and college representatives on campus. Arrange and direct visits to relevant colleges and college fairs.

- Visit college campuses to stay abreast of university offerings and become familiar with the nuances of signature programs.
- Track trends in admissions and college counseling fields.
- Manage the Dual Enrollment program. Be the liaison between higher education dual enrollment partners.
- Invite college admissions officers to visit the school and meet with students.
- Work with the Test Prep Coordinator to provide information about testing options and preparatory classes.

Other

- Keep office area neat, tidy, and professional at all times.
- Review files and records to answer general requests for information.
- Attend student, parent, faculty, and administrative meetings as needed.
- Other job related duties and schedules assigned by supervisor

ATHLETIC DIRECTOR

Under the direction of the school site principal, and in cooperation with MPS Home Office, the individual will plan, coordinate, implement, and evaluate the athletic program at the high school and middle school levels. Their aim is to develop and train the best teams in all sports and make sure that the players and coaches show good sportsmanship and character in alignment with the Magnolia Public School's School-wide Learner Outcomes.

Responsibilities and Duties:

- Collaborate with school-site leadership to hire coaches and/or assist in the selection of the coaching staff. Require preseason and postseason meetings with coaches.
- Assure that coaches and players adhere to the CIF and site athletic bylaws, as well as league play and bylaws for middle school athletics.
- Verify that all athletes are medically cleared, have insurance, have been released by parents, and have signed the Code of Conduct form.
- Schedule all competitions.
- Coordinate and budget the transportation for all athletic programs.
- Provide officials for all home competitions.
- Provide supervision for home competition.
- Provide three banquets and/or assemblies per year (Fall, Winter, Spring). Keep records of all awards/letters issued.
- Verify that all athletes are academically eligible to compete.
- Arrange for the purchase of all equipment and uniforms.
- Arrange for and provide adequate practice and playing facilities.
- Respond to all parent concerns and calls. Respond to all staff concerns and email messages. • Be a support network for present and future MPS youth sports.
- Troubleshoot the day-to-day operation of a middle and high school athletic program. • Ensure that each varsity coach maintains an accurate inventory of equipment and materials, and file such an inventory with the principal at the conclusion of each season. • Responsible for the development of a schedule of varsity and junior varsity and freshman and middle school events, and in the absence of the coach prepares a schedule.

- Responsible for securing officials for all home events, and assisting in the coordination of transportation for all away events.
- Responsible for the orientation of all coaches regarding site and MPS policies, procedures, and expectations; and ensures that all coaches comply with CIF or other league rules and procedures.
- Works closely with the coaches and the school nurse or agency to schedule athletic physicals and process necessary forms.
- Works closely with the staff and site administration to develop and enforce an athletic/academic code of conduct that is consistent with the goals of the staff, administration, and the district. • In collaboration with school-site leadership, participate cooperatively in the development and oversight of the Athletic Department budget.
- Assist the Principal in developing a quality athletic program.
- Coordinate the scheduling of athletic events in accordance with CIF and other competitive league regulations.
- Assist in assuring that the athletic program meets League and CIF regulations. • Assist in the requisitioning and issuing of athletic equipment.
- Assist in the responsibility for the care of athletic facilities.
- Participates in fundraising, letters of recommendation, pressbox, awards, etc. • Abide by professional ethics standards established by Board Policy.
- Maintain punctuality for all prescribed functions.
- Assume the responsibility for the safety and welfare of students whenever danger is observed on or about the campus.
- Perform other related duties as assigned by the Principal.

COACH

Assist young players' confidence, skill and potential to transform them into self-aware, strong individuals, in sports and in their daily lives.

Responsibilities and Duties:

- Train a team of athletes on a constant basis for the ideal physical condition in their sport by using methods to help improve nutrition, muscle development, athletic skill and mental toughness.
- Teach individuals about everything related to the sport's rules and regulations to help athletes develop a high level of understanding of their chosen game.
- Create specific physical performance conditioning programs to increase athletic performance, confidence and team winning percentage.
- Evaluate team and individual athletic performance consistently using video, photography, data sheets and other means and addressing skills deficits during practice sessions.
- Schedule practice sessions with athletes, work with the league to develop a game schedule during the season and ensure transportation and lodging are provided for travel when needed.
- Choose members of the coaching support staff and coordinate goals and strategies for improvement with assistant coaches and other staff members.
- Select and ensure top quality of team equipment, supplies and facilities, such as uniforms, practice equipment, conditioning materials, game balls, fields, indoor game areas or courts.
- Develop effective job coaching and employment plans
- Communicate with students to understand their goals and ambitions
- Assist students to discover and overcome their personal barriers and set goals

- Assess the strengths of individuals and teach them to use them effectively
- Guide students in learning to complete job tasks
- Help in the development of motivation and skills
- Monitor and evaluate progress of students
- Keep records and documentation and prepare appropriate reports
- Oversees the safety condition of the facility or area in which assigned sport is conducted at all times that students are present.
- Enforces rules and regulations concerning conditioning of players and their health and safety. ▪ Reports injuries to the school admin as well as completing and submitting incident reports ▪ Exercises great care in dealing with all injuries and particularly those that are of a serious nature. In all cases, the coach should assure that the injured athlete is receiving competent medical care. Following injuries of a serious or prolonged nature, the coach should secure the signed approval of the doctor and parent before the athlete is allowed to participate again in athletic activities.
- Provides supervision of all athletes until they have left the building and/or site.
- Ensures that all windows, doors, and gates are locked in any area that has been used.
- Coaching games in the evening
- Traveling with the team on the bus
- Coaching at tournaments on certain weekends
- Taking care of the equipment and inventory
- Maintaining effective communication with the athletic director
- Collaborating with after-school personnel for attendance purposes.
- Other job-related duties and schedules assigned by supervisor

IT MANAGER

The IT Coordinator is responsible for providing assistance to the school site in the area of Information Technology.

Skills and Qualifications:

- Proven experience as IT coordinator or similar role
- Experience in network management and help desk support is appreciated
- Solid knowledge of IT systems and applications
- Understanding of TCP/IP protocols and LAN/WAN configuration
- Ability to troubleshoot and repair issues
- Strong communication and interpersonal skills
- Great attention to detail
- Excellent organizational and coordination abilities
- BSc/BA in information technology or computer science is preferred
- Certification (CompTIA Network+, CompTIA Security+ etc.) is preferred

Responsibilities and Duties:

- Institute protocols for the use of IT across departments and projects
- Provide advice on the most suitable IT choices
- Provide technical support or training for systems and networks
- Act as link between end users and higher level support
- Install and configure software and hardware (printers, network cards etc.)
- Monitor system and network performance

- Perform troubleshooting, repairs and data restoration
- Performance maintenance activities (e.g. backups)
- Maintain licenses and upgrade schedules
- Collaborate with other professionals to maintain standards and functionality

EL INTERVENTION TEACHER

The English Learner Intervention Teacher (Title III) develops and implements differentiated plans to support MPS' English Language Learners.

Skills and Qualifications:

- BA or BS (as appropriate) degree in subject matter.
- California Commission on Teacher Credentialing credential, certificate, permit or other document required for the certificated assignment
-
- Capable of instructing students and managing their behavior

Responsibilities and Duties:

- Utilize, refine, and implement existing ELD or EL Plan across the school
- Play a lead role in annual examinations and reclassification of EL students
- Develop and implement a plan for the fidelity and progress monitoring of the ELD or EL Plan as well as the use of agreed upon instructional classroom practices
- Support and train (or arrange for training) teachers on the use of MPS ELD process and procedure.
- Produce, analyze, and publish quarterly reports on the progress of EL students at MPS

SCHOOL PSYCHOLOGIST

The job of School Psychologist was established for the purpose/s of developing strategies and interventions to assist students in succeeding; measuring and interpreting the intellectual, adaptive, academic, social and emotional development of children; interpreting results of psychological studies; interpreting and applying state and federal codes.

Skills and Qualifications:

- Pupil Personnel Services Credential authorizing service as a school psychologist
- Master's degree in Counseling or a related field (preferred)
- Qualifying experience with learning disabilities, behavioral problems, and social/emotional disorders
- Proficiency in Google docs, Microsoft Windows, Microsoft Word, Excel, Access, and PowerPoint

Responsibilities and Duties:

- Identifies and assesses the learning, development, and adjustment characteristics and needs of individuals and groups, as well as, the environmental factors that affect learning and adjustment.
- Uses assessment data about the student and his/her environment(s) in developing appropriate interventions and programs
- Performs casework services with students and families to help resolve student's behavioral and social problems.

- Selects and administers age appropriate assessment methods and materials in order to determine then needs of the student.
- Consults with teachers and other school personnel to obtain information regarding the reason for referral.
- Gathers background information on the student’s psychological history by conducting behavioral observations, making home visits, conducting interviews, and reviewing school records.
- Interprets assessment results and compiles comprehensive psychological assessment reports that address the reason for referral and include appropriate recommendations.
- Serves as a member of the interdisciplinary assessment team assigned to each school and works as a team member in making placement decisions, developing intervention plans, and planning programs to meet the special needs of children.
- Communicates case findings and recommendations to teachers and other school personnel as needed.
- Participates in eligibility committee meetings and contributes to the development of the Individualized Education Program.
- Serves as a resource to teachers and staff regarding psychological services and the academic/psychological needs of students.
- Conferences with and provides information, support, and counseling to parents/guardians of students.
- Provides in-service training and workshops for teachers and staff regarding mental health issues and proper procedures for the identification and referral of students.
- Organizes and conducts specialized programs to include parent training classes and student support activities.
- Conducts specialized individual and group counseling sessions to address specific emotional, social, and behavioral needs of students.
- Serves as a liaison between the student, home, school, private counseling facilities and community resources such as social services, court services, and family service agencies.
- Provides follow-up support and periodic re-evaluation services as necessary.
- Acts as a member of the school crisis team to provide intervention to students as necessary.
- Makes court appearances to present data and performs court-requested evaluations.
- Compiles monthly reports and maintains accurate case records.
- Models nondiscriminatory practices in all activities.
- Maintains adequate and current testing materials required by school psychologists.
- Other duties as needed

SOCIAL WORKER

A school social worker provides counseling and psycho-social services to children and adolescents in schools at both micro and macro levels. Social workers work as mental health experts, leaders of social and emotional development within the school community, family-school liaisons, and program development experts. They aim to address student issues by working with an ecological, systems approach with parents, the school, and the community. They also work with crisis intervention, group treatment, child neglect and abuse identification and reporting, integrating services to culturally and economically diverse populations, and working on education policy issues.

Skills and Qualifications:

- A Master's degree in Social Work, Marriage and Family Counseling or Psychology.

- A license and/or certification to practice Social Work.
- Experience in School Social Work is advantageous.
- Excellent communication and interpersonal skills.
- Compassion and empathy for clients and students.
- Professionalism and discretion.
- Good relationships with relevant social services.
- United States work authorization

Responsibilities and Duties:

- Counseling students with personal and psychological issues that affect their performance, behavior, and socialization in school.
- Providing counseling sessions, treatment plans, or workshops as necessary and establishing prevention programs and intervention plans.
- Communicating with students to determine the areas in which they may need assistance or counseling.
- Assisting teachers and administrators with behavioral and emotional regulatory issues by communicating with students to find the causes of their distress.
- Providing information, when appropriate, to outside support services to help students with economic, emotional, or physical issues.
- Assisting at-risk students or students with disabilities.
- Communicating with parents, teachers, and administrators to understand students' challenges.
- Maintaining case files and reports to track students' progress and problems.
- Helping students and families suffering from abuse, violence, hunger, or homelessness to access resources like shelters, food banks, and medical care.

SUBSTITUTE TEACHERS AND TUTORS

A pool of daily substitute teachers and tutors will be established for tutoring activities during weekdays and weekends under the flexible education program. All tutoring activities in MSA are free of charge for all students.

OFFICE PERSONNEL

Clerical staff will be selected by the Principal on an applicant and interview basis. Selection will be based on experience and the ability to perform the job duties for that position.

Skills and Qualifications:

- Capable of working with children
- Capable of following verbal and written instructions
- Capable of communicating effectively
- Knowledge of office management
- Able to use general office equipment
- Up-to-date computer and technology knowledge
- Proven commitment to the values, mission and vision of Magnolia Public Schools
- Demonstrated belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education
- Exceptional organizational, communication, public relations, and interpersonal skills.

Responsibilities and Duties:

- Answering phones
- Filing reports
- Enrolling students
- Managing and monitoring office operations in collaboration with the school administration
- Ordering and purchasing supplies and vendor management
- Developing and implementing clerical and administrative procedures for daily school operations
- Preparing correspondence, reports, bulletins, files, forms, memorandums, and performing other duties as assigned
- Bilingual translation and communication with parents

PARAPROFESSIONALS

Charter School shall comply with applicable Title I paraprofessional requirements¹³⁵ as defined by the ESSA:

Title I paraprofessionals whose duties include instructional support must have:

1. High school diploma or the equivalent, and
2. Two years of college (48 units), or
3. A. A. degree (or higher), or
4. Pass a local assessment of knowledge and skills in assisting in instruction.
(This is a locally approved assessment. Local education agencies may develop their own assessment or use an existing assessment so long as it measures the knowledge and skills in assisting in instruction. Many districts, and MPS, use the California Basic Educational Skills Test [CBEST] for this purpose).

Individuals who work in food services, cafeteria or playground supervision, personal care services, non-instructional computer assistance, and similar positions do not have to meet these requirements; however, all must demonstrate a proven commitment to the values, mission and vision of Magnolia Public Schools, as well as a belief in the inherent worth and dignity of all students and their families, and their right to a supportive learning environment and high quality public education.

Appropriate records of credentials held by MSA teachers and supporting documentation will be monitored and maintained by the Principal at the school site and Human Resources at the MPS Home Office. Credentials will be monitored annually in compliance with state and federal law.

DISCIPLINE COORDINATOR

The primary role and purpose of a Discipline Coordinator is to provide behavior management support and strategies to teachers and staff so students can receive appropriate educational activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. They will assist the Dean of Students in implementation of MTSS (Multi-Tiered Systems of Support), PBIS, and research-based best practices for behavior and academic improvements within the classroom and school environment at MPS School. The Discipline Coordinators will also support the

¹³⁵ <http://www.cde.ca.gov/nclb/sr/tq/paraprofessionals.asp>

Dean of Students to help students develop the social-emotional, academic and coping skills necessary to be productive members of society.

Qualifications

- Bachelor's degree in an educational-related field required
- Master's degree preferred
- 3 years of supervisory experience in related field preferred
- US Work Authorization

General Functions

- Coordinate student discipline procedures and efforts to ensure the safety, behavior and academic goals are attained at MPS SCHOOL.
- Daily duties include monitor daily functions to a successful academic day; which includes drop-off and pick-up, lunch, passing periods, end of day logistics, after school program and Saturday reflection days.
- Ensuring full compliance with MPS SCHOOL's Student Code of Conduct based on the Parent-Student Handbook.
- Ensure the attendance policy is implemented, communicated, and followed daily.
- Design classroom management, and PBIS activities by using data from student learning style assessments, and referral data.
- Ensure the accuracy of data necessary for reasoned analysis and effective planning.
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs within the reflection room.
- Employ technology practices to strengthen the data tracking for PBIS data in order for growth and development for students who are in need of specific guidance.
- Coordinate and manage extracurricular duties as assigned
- Sponsor, supervise, and plan outside activities approved by the charter principal
- Serve as an example for students, support mission of Magnolia Science Academy.
- Prepare reflection room to enhance learning and to aid in physical, social and emotional development of students.
- Reinforce, recognize, and implement strategies for positive student behavior in agreement with the student handbook.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Establish communication rapport with parents, students, principals and teachers through conferences and meetings.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.
- Enrich job skills through professional development activities with LACOE, MPS, and LAUSD.
- Keep up to date on and abide by state and charter regulations and policies for Magnolia Science Academy.
- Be active in faculty & staff meetings and assist in staff committees as necessary.

Specific Functions

- Coordinate and resolve student problems in conjunction with classroom instructors, administrators, support staff and main office; provide students with the guidance and encouragement necessary to support their academic and behavior goals.
- Meet with students with attendance problems and advise them on make-up time and attendance improvement
- Assist students in solving problems that interfere with training; conduct classroom interventions and mediate when appropriate.
- Process communications regarding student progress from counselors, parole and probation officers, and other agency (e.g., Department of Welfare) representatives.
- Monitor entire school environment to ensure appropriate student behavior.
- Manages all aspects of student discipline database operations while routinely extracting data and designing/providing reports.
- Manages student discipline calendar, facilitate and organize positive behavior intervention strategies and events which include fun Fridays, assemblies, field trips.
- Prepares and maintains student files, while communicating with each student on the status of their behavior support plans or incidences.
- Investigate and follow-up with all stakeholders for specific incidences.
- Designs systems and procedures to ensure efficient processing of student discipline complaints and accuracy of data.
- Work with other employees and the progress of each complaint to ensure each complaint is brought to closure in a timely matter.
- Develop and conduct restorative meetings and support groups, along with leading behavior reflection to improve positive behavior.
- Serves as communication liaison between the admin, teachers, main office, support staff, sped and SEL team.
- Takes notes during student discipline hearings and Rapid Response Team Meetings.
- Represents Dean of Students at appropriate student discipline meetings and presentations.
- Participate in stakeholder meetings-
- Other duties as assigned.

COMMUNITY SCHOOL COORDINATOR

The Community School Coordinator (CSC) is responsible for facilitating the process of transforming Magnolia Science Academy schools into an ideal community school model. The CSC will create and sustain clear lines of communication with all educational partners including the Magnolia Public Schools (MPS) Home Office leadership staff. Additionally, they will serve as an integral member of the school leadership team, and support with coordination of programs and services to improve academic and social-emotional outcomes for students.

Qualifications

- Bachelor's degree or equivalent plus 3 years minimum experience in community, social/human service, public school system, and/or volunteer work. Commensurate work

experience in community development, education, social/human service, public school system, and/or volunteer work field may substitute for education requirement

- At least 2 years experience in a supervisory/management-level position; operating one or more programs in a non-profit, education, or school environment
- Proven track record in achieving results in working in youth development, academic enrichment, and/or family support programs. 1-2 years minimum experience collecting, inputting, and analyzing qualitative and quantitative data to drive program results, strongly preferred
- Broad understanding of Multi-tiered systems of support (MTSS) including positive behavior interventions and supports (PBIS). Broad understanding of cradle-to-college-and-career models
- Experience working with and leading community partnerships; Ability to work with various education partners such as administrators, teachers, parents, and students
- Exemplary verbal and written communication skills
- Self-starter, organized and detail-oriented. Ability to effectively work both independently and in a team environment
- Ability to exercise discretion and independent judgment
- Ability to manage competing priorities and meet strict deadlines while working under pressure
- Experience working with individuals of diverse backgrounds
- Familiarity working with similar populations in a service area
- Bilingual in Spanish and English, strongly preferred
- Must be able to work a flexible work schedule (some weekends, some evenings required)
- Strong computer skills and complete knowledge of Microsoft Office (Word, Excel, Access, PowerPoint)
- Professional demeanor and strong interpersonal

Responsibilities

- Establishes strong, productive, and trusting relationships with the administrative team, school personnel, Magnolia Science Academy staff, students, and community to seek input on assets and needs to address barriers to learning, equity, and inclusion
- Identify and organize existing services on campus via assets and needs assessment, focus groups, logic model, and continuous cycle for improvement
- Integrate effective education, college preparation, family engagement, enrichment, and expanded learning services into the existing school community in order to impact student achievement and ensure an impactful community school model in collaboration with school staff
- Manage day-to-day operations of the Community Schools model, including managing partnerships, site plans, and coordinating resources as well as evaluating the effectiveness of programs and strategies
- Act as the liaison between school administration, key educational partners, staff, students, and community

- Organize and attend various school meetings and other outreach and grant-related events (program culminations, press events, open houses, community events, etc).
- Effectively communicates program goals, logistics, requirements, and needs with all educational partners: MPS departments, school site staff, administrators, partners, parents, and students
- Plan, develop, and coordinate parent and community outreach activities and programs that support improved student learning and academic achievement.
- Be familiar with all subcontracted partner MOUs and oversee the successful implementation of services.
- Coordinate and work with the Community School Advisory Committee, school administrators, teachers, community-based organizations, parents, and students to identify barriers to learning, available resources, and gaps, and to develop programming that is community-responsive including a referral process to community-based services.
- Analyze performance measures, school results data (internal and external), and/or program quality to determine the successful implementation of programs and meet program outcomes
- Ensure that transformative progress is made toward meeting grant indicators and objectives and support the academic, post-secondary, and enrichment goals of students
- Coordinate the collection and input of evaluation data used to measure ongoing program effectiveness of services and program outcome measures
- Develop, manage, and coordinate documents and data collection systems needed for internal and external program audits and compliance requirements
- Ensure the timely submission of all required reports and supporting materials to the Chief Impact Officer and requisition agencies.
- Maintain and manage documentation relating to staff performance issues; provide guidance to staff as needed.

COMMUNITY SCHOOL LIAISON

The Community Schools Liaison (CSL) position will serve to be the parent/ caregiver empowerment champion to contribute to student success outcomes. CSLs focus will be on building relationships with existing and alumni families to support them in their development as advocates for their children as well as the advocates for all children to have access to high-quality instruction and services to support the whole child in and around their community. This role will lead and engage educational partners, facilitating communication, and advocating for the needs of students and their families. They will play a crucial part in creating a collaborative, sustainable, and nurturing environment within the community school framework. Most importantly they will collaborate with the Community School Coordinator (CSC) and lean on them as a mentor for growing capacity to push the work forward.

Qualifications

- Bachelor's degree preferred or equivalent plus 4 years minimum experience in community, social/human service, public school system, and/or volunteer work. Commensurate work

experience in community development, education, social/human service, public school system, and/or volunteer work field may substitute for education requirement

- At least 2 years experience in operating one or more programs in a non-profit, education, or school environment
- Proven track record in achieving results in working in youth development, academic enrichment, and/or family support programs. 2 years minimum experience collecting, inputting, and analyzing qualitative and quantitative data to drive program results, strongly preferred
- Broad understanding of Multi-tiered systems of support (MTSS) including positive behavior interventions and supports (PBIS). Broad understanding of cradle-to-college-and-career models
- Experience working with and leading educational partners; Ability to work with various education partners such as administrators, teachers, parents, students, elected officials, external public agencies
- Exemplary verbal and written communication skills
- Self-starter, organized and detail-oriented. Ability to effectively work both independently and in a team environment
- Ability to exercise discretion and independent judgment
- Ability to manage competing priorities and meet strict deadlines while working under pressure
- Experience working with individuals of diverse backgrounds
- Familiarity working with similar populations in a service area
- Bilingual in Spanish and English, strongly preferred
- Must be able to work a flexible work schedule (some weekends, some evenings required)
- Strong computer skills and complete knowledge of Microsoft Office (Word, Excel, Access, PowerPoint)

Responsibilities

Family Communication and Support

- Serve as a primary point of contact for families, establishing and maintaining effective communication channels. This includes with translation of all modes of communication.
- Facilitate family engagement by organizing 1:1 empathy meetings, workshops, house meetings, and other events to support parents/guardians in actively participating in their child's education.
- Establish, provide, and lead information and resources to families, ensuring they are aware of available support services and opportunities within the community school, and local, county, state, and federal agencies.
- Assists families with challenges that interfere with student success in school and community; directing families to appropriate agencies/ partners, or other assistance.

Program Strategic Planning and Evaluation

- Assist in the implementation and coordination of community school programs and initiatives.
- Support in collecting and analyzing data related to program effectiveness, student outcomes, and community engagement.
- Contribute to program evaluation efforts by providing insights, recommendations, and feedback for continuous improvement.

Community Engagement and Outreach Coordination

- Engage the community through the management of parent square, weekly newsletter, and all printed materials.
- Promote the school, its partners, and its resources at local community events, preschools, and the local community.
- Gather content and draft a weekly newsletter that highlights the school's activities and special events.
- Collect photos and write short blurbs for all campus events and special recognitions and send them to our Social Media Coordinator.
- Assists families in the solution of problems that interfere with student success in school and community; directing families to appropriate agencies, or other assistance.

Event Coordination

- Plan, organize, and execute two community resource fairs annually in coordination with CSCs.
- Collaborate with school staff, community partners, and volunteers to ensure successful event execution.
- Manage logistics, including venue selection, scheduling, budgeting, marketing, and evaluation of events.
- Support and collaborate with family champions to meet with elected officials, staffers, and cultural brokers to support our community school model.
- Manage stewardship between elected officials, staffers, cultural brokers, and internal/ external partners.

Collaborative Leadership

- Support the Parent Task Force, Student Task Force, and Sport Task Force (if applicable) ensuring genuine collaborative leadership and decision-making.
- Host monthly Parent Task Force meetings, develop meeting agendas, take minutes, and track attendance.
- Source opportunities to build collaboration between educational partners and build capacity.

- Support the Parent Task Force, Student Task Force, and Sports Task Force (if applicable) in the development of its annual strategy and culture-building events.
- Collaborate with the Community School Coordinator (CSC) in leadership development opportunities.
- Participate and lead in out-of-school meetings, training, and conferences to build capacity.

OFFICE MANAGER

Under general supervision of location administrator, serves as office manager, performs a variety of organizational and secretarial duties including those responsibilities of a confidential nature dealing with personnel matters, confidential student and employee information and files and payroll. Duties performed are designed to relieve the administrator of office and routine responsibilities by planning, organizing, and participating in the school office administrative operation.

Skills and Qualifications:

- Knowledge of English composition, basic arithmetic and office practices and procedures
- Operation of various office machines
- Microsoft Word, web browsing techniques and appropriate techniques used in providing information in person and on the telephone
- Understand, interpret, and apply pertinent laws, rules, regulations, and procedures
- Write legibly
- Organize files and keep accurate records
- Produce, retrieve, and store word-processing and email documents
- Communicate effectively orally and in writing
- Type rapidly and accurately using a computer keyboard
- Graduation from high school or evidence of equivalent educational proficiency
- An Associate of Arts degree from a recognized two year college or 60 semester or equivalent quarter units from an recognized college or university is preferred
- Courses in office practices and procedures, business arithmetic, and business English are preferred

Responsibilities and Duties:

- Performs diverse managerial responsibilities within areas and limits of authority as delegated by the School principal.
- Manages office personnel, organizes and expedites the workflow of the school site, and offers guidance and direction to other school personnel as needed.
- Works with discretion and independent judgment to complete projects assigned from the Home Office.
- Complies with all administrative reporting (CALPADS, etc.) on behalf of the School.
- Handles emergencies concerning employees and/or students, making decisions independently or recommending action as appropriate.
- Performs a wide variety of administrative tasks, including typing/word processing, proof reading, filing, recording information, and processing and distribution of all correspondence, much of which is of a confidential nature.
- Maintains a high degree of confidentiality regarding all aspects of the school site operation.

- Serves as a major program information resource person, acting as liaison between schools, department, district office, and other locations.
- Dispenses pertinent information and direction to students, parents, staff, and visitors.
- Establishes, maintains and insures proper use of confidential files, which may include student, personnel, and payroll records.
- Composes independently or in accordance with general instruction, correspondence on a wide range of subjects requiring knowledge of procedures and policies of the school, district, or assigned area.
- Takes and transcribes dictation (or uses dictation equipment) for letters, memos, and reports including information of a confidential or sensitive nature.
- Screens correspondence and telephone calls for administrator and staff.
- Maintains multiple calendars.
- Organizes appointments and staff meetings, and makes arrangements for school visitations and facility use.
- Exercises diplomacy in answering questions and resolves situations involving students, parents, volunteers, public, site staff and district personnel through knowledge of school policies and general district rules and regulations.
- Maintains and retrieves financial records, such as school budget, student body accounts, or other school accounts.
- Other duties as needed.

OFFICE CLERK

Under general supervision of location administrator, serves as office secretary or clerk, performs a variety of organizational and secretarial duties including those responsibilities of a confidential nature dealing with personnel matters, confidential student and employee information and files. Duties performed are designed to relieve the administrator of office and routine responsibilities by planning, organizing, and participating in the school office administrative operation.

Responsibilities and Duties:

- Performs diverse clerical responsibilities within areas and limits of authority as delegated by the school principal or office manager.
- Handles emergencies concerning employees and/or students, and reporting them to the school principal or office manager.
- Performs a wide variety of secretarial work, including typing/word processing, proofreading, filing, recording information, and processing and distribution of all correspondence, much of which is of a confidential nature.
- Maintains a high degree of confidentiality regarding all aspects of the school site operation. ■ Establishes, maintains and ensures proper use of confidential files, which may include student personnel.
- Takes and transcribes dictation (or uses dictation equipment) for letters, memos, and reports including information of a confidential or sensitive nature.
- Screens correspondence and telephone calls for administrator and staff.
- Maintains multiple calendars.
- Organizes appointments and staff meetings, and makes arrangements for school visitations and facility use.

- Exercises diplomacy in answering questions and resolves situations involving students, parents, volunteers, public, site staff and district personnel through knowledge of school policies and general district rules and regulations.
- Other job related duties and schedules assigned by supervisor

FAMILY SUCCESS COORDINATOR

This role focuses on supporting the success of students as part of the family unit joining the Magnolia community. The Family Success Coordinator will play a crucial role in ensuring the successful integration of families into our school community and facilitating ongoing communication between staff and families as partners in the success of the child. They will oversee various aspects of the enrollment process, organize events grounded in the outcome of increasing family/ student satisfaction and sense of belonging to increase retention and impact recruitment, and provide support to ensure a positive experience for families throughout the school year. This role will report directly to the school site Principal.

Qualifications

- Bachelor's degree in Education, Communication, Social Work, or related field (preferred).
- Experience in education, family support services, or community outreach.
- Strong organizational and planning skills.
- Excellent communication and interpersonal skills.
- Ability to work collaboratively with diverse educational partners.
- Familiarity with survey administration and data management.
- Willingness to work flexible hours, including evenings and weekends when necessary.

Job Duties

Foster Positive Relationships

- Build and maintain positive relationships with prospective and enrolled families, serving as a trusted resource and advocate for their needs and concerns.
- Collaborate with school administrators, faculty, and staff to provide a welcoming and supportive environment for students and families throughout the enrollment process and beyond.
- Conduct follow-up communications with enrolled families to assess school experience satisfaction, address concerns, and gather feedback for continuous improvement.
- Provide ongoing support and resources for enrolled families to address academic, social, or emotional needs and ensure a positive school experience for students and their families.

Orientation Structure

- Organize guided school tours for prospective families.
- Coordinate street team efforts to promote the school and engage with the community.

- Work with the leadership team to develop strategic enrollment plans based on current trends and projections, to be reviewed quarterly.
- Conduct orientations at the beginning of the school year and as needed to introduce and reinforce high-impact levers of school culture.

Recruitment & Retention Planning

- Understand enrollment targets and predictions, adjusting plans accordingly.
- Create and implement grade level and total enrollment plans.
- Anticipate shifting enrollment priorities and plan accordingly.
- Implement retention strategies to enhance student engagement, involvement, and satisfaction with the school experience.
- Organize and facilitate home visits/meetings with families potentially not returning for the next academic year.

Transition Support

- Facilitate the transition of families throughout the school year.
- Update entry and exit data, and conduct entry and exit interviews for new families.
- Serve as a point of contact for families' needs and concerns.

Communication Facilitation

- Hold workshops to demonstrate effective two-way communication between families and staff.
- Actively seek opportunities to enhance communication between staff and families.

Enrollment Events and Activities

- Organize and attend two monthly enrollment events, one on campus and one off campus.
- Streamline the enrollment process to make it efficient and user-friendly for all applicants, leverage current programs i.e. SchoolMint or similar platform

Engage with Community Partners

- Collaborate with local school districts, educational agencies, and homeschool networks to raise awareness of the school's offerings and attract new students from diverse backgrounds at all available grade levels offered at site.

ELEMENT 6: HEALTH AND SAFETY PROCEDURES

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Education Code Section 47605(c)(5)(F).)

The Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon request.

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These procedures will be incorporated into the Charter School’s student and staff handbooks and will be reviewed on an ongoing basis by the Principal and Board of Directors. A full draft will be provided to the County for review at least 30 days prior to operation or as otherwise agreed upon by the county and Charter School.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

MSA-3 shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Principal of MSA-3 shall monitor compliance with this policy (the People & Culture Department shall monitor fingerprinting and background clearance of the Principal and MPS Home Office staff) and make quarterly reports to the Board. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policy and procedures used by school districts. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, and for employees at least once each four years thereafter, as required by Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

IMMUNIZATIONS

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster. .

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter School.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.

3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy by January 1, 2025 to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Physical Education for 6th Grade Students

In compliance with Education Code Section 49056(b)(2)(C), students enrolled in grade 6 will receive physical education pursuant to the requirements of Education Code Section 51222.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displaying in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(L):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable

- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- procedures for conducting tactical responses to criminal incidents
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate “first responder” training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall maintain a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the school site and in public areas at the school site that are accessible to, and commonly frequented by, pupils.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Athletic Activities

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. By July 1, 2024, coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

In the event the Charter School participates in the California Interscholastic Federation it shall, on or before April 1, 2025, post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Concussion and Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because MPS has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven (7) days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition.

This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course. The Charter School shall comply with the requirements of Education Code Section 49475.

FERPA Compliance

The Family Educational Rights and Privacy Act (“FERPA”) affords parents and students who are 18 years of age or older (“eligible students”) certain rights with respect to the student’s education records. These rights are:

- The right to inspect and review the student’s education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School CEO or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
- The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School’s CEO or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the CEO must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.
- The right to provide written consent before the Charter School discloses personally identifiable information (“PII”) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School’s Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility. Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student’s enrollment or transfer. Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

- The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

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

- The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made

- to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
 10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
 11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
 12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. Student's address
3. Parent's/guardian's address
4. Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of

enrollment or re-enrollment. Please notify the CEO at:

CEO and Superintendent
Magnolia Public Schools
250 E. 1st St STE 1500
Los Angeles, CA 90012
(213) 628-3634

A copy of the complete Policy is available upon request at the school office and on the school website. A directory information release opt-out form is included at the end of this Handbook and copies are also available in the school office.

Note: Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System (CALPADS)* pursuant to state law, will be shared with the California College Guidance Initiative (“CCGI”)** and will:

1. Be used to provide pupils and families with direct access to online tools and resources.
2. Enable a pupil to transmit information shared with the CCGI to both of the following:
 - i) Postsecondary educational institutions for purposes of admissions and academic placement.
 - ii) The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

* CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

** CCGI is an authorized provider of an institutional service to all California local educational agencies and as part of the state’s efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education (CDE).

ELEMENT 7: MEANS TO ACHIEVE STUDENT POPULATION BALANCE

“The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Education Code Section 47605(c)(5)(G).)

DEMOGRAPHICS**LOCAL DEMOGRAPHICS**

Based on an analysis of MSA-3 students’ residence addresses, the following table lists the top 10 home district schools our students would otherwise be required to attend – three middle schools, one 6-12 span school and six high schools (three of which have converted to charter status).

The demographics of the schools MSA-3 students would otherwise attend closely mirror the student population of MSA-3.

School	Grade Level	# of students	% FRL	% SWD	% ELs	% Hisp	% AA	% White	% Asian
Glenn Hammond Curtiss Middle	6-8	355	85%	20%	4%	33%	59%	2%	0%
Stephen M. White Middle	6-8	1,386	79%	14%	6%	61%	16%	5%	1%
Andrew Carnegie Middle	6-8	838	83%	17%	8%	59%	20%	3%	2%
Robert E. Peary Middle	6-8	1,119	88%	16%	10%	64%	28%	2%	2%
Samuel Gompers Middle	6-8	428	91%	22%	22%	61%	35%	2%	0%
Charles Drew Middle	7-8	647	100%	14%	23%	81%	17%	2%	0%
Phineas Banning Senior High	9-12	2,437	90%	14%	9%	95%	2%	2%	0%
Carson Senior High	9-12	1,378	79%	14%	5%	57%	17%	3%	4%
Gardena Senior High	9-12	1,407	93%	15%	8%	63%	28%	2%	2%
Rancho Dominguez Preparatory	6-12	707	90%	18%	5%	65%	22%	2%	2%
Weighted Average			88%	16%	10%	64%	24%	2%	1%
MSA-3	6-12	389	70%	14%	5%	58%	38%	1%	0%

Source: dq.cde.ca.gov/Dataquest.¹³⁶

SURROUNDING DISTRICT/COUNTY DEMOGRAPHICS

¹³⁶ Unless otherwise noted, all academic and school site data cited throughout this petition is sourced from the California Department of Education’s DataQuest site: dq.cde.ca.gov/Dataquest.

Second largest in the nation, the Los Angeles Unified School District) enrolls more than 557,000 students in kindergarten through 12th grade, at over 1,000 schools, and 210 public charter schools. The boundaries spread over 710 square miles and include the mega-city of Los Angeles as well as all or parts of 31 smaller municipalities plus several unincorporated sections of Southern California.¹³⁷

The following data shows MSA-3 vs. District enrollment in 2023-24 by ethnicity:

	# of students	% SWD	% ELs	% Hisp	% AA	% White	% Asian
LACOE	8,680	17%	18%	72%	12%	9%	2%
LAUSD	529,902	15%	20%	74%	7%	10%	3%
MSA-3	389	14%	5%	58%	38%	1%	0%

To be reflective of the general population residing within LAUSD, MSA-3 will pursue venues to increase percentage of enrollment in the student ethnic groups that do not have the same percentage of enrollment as in the District. Based on the comparative data, MSA-3 will strive to increase the percentage of enrollment in the African American student group by the end of the charter term. See the Recruitment Plan below.

OUTREACH AND RECRUITMENT PLAN

MSA-3 pursues a wide variety of venues for the distribution of information about the school, such as local events, community centers, parks and recreation activities, social service agencies, shopping centers, apartment complexes and other dwellings. The following recruitment plan lists sample activities that MSA-3 will undertake in order to achieve goals regarding racial, ethnic, SWD and EL balance.

Outreach efforts will use English, Spanish, and any other language needed, based on the needs of the community. The MPS and MSA-3 website includes comprehensive information about the program. While open to all students, MSA-3 focuses outreach efforts within a 10-mile radius of the school location.

MSA-3 uses a variety of strategies to recruit a diverse population including:

- Direct mailing of 10,000 postcards to the parents/guardians who have 5th through 12th grade children; (October)
- Distributing flyers at key locations to reach socioeconomically disadvantaged members of the community. Key locations include community meeting points: libraries, religious gathering places, family centers, local grocery stores, playgrounds, recreation centers and/or sports clubs, and coffee establishments; (October-May)
- Holding presentations at community meetings at the key locations listed above; (October-May)
- Hosting Open Houses and providing tours of the school on a regular basis; (October-May)
A Spanish-speaking representative will assist non-English speaking parents of prospective students. Should the need arise, other non-English languages will be similarly accommodated.
- Hosting individual/family meetings;
- Doing neighborhood walks in the community; (October-May)

¹³⁷ <http://achieve.lausd.net/about>

- Social Media Advertising (Year-round)

As needed, school staff and volunteers may go door-to-door, talk to families, and hand out applications, and use press and advertising campaigns in local Spanish and English media.

MSA-3 uses a variety of strategies to recruit a diverse population outlined in our Recruitment Plan. In addition to our outreach strategies in the community we also use media outlets such as Facebook, Twitter, and website as well as local ads on magazines/newspapers.

Specific Actions

Date	Event	Location
August	Orientation for all/new students	MSA-3
September	Open House- The third Thursday of the month	Zoom/In person
October	Open House- The third Thursday of the month Quarterly Stakeholder Newsletter	Zoom/In person Email
November	Open House- The third Thursday of the month	Zoom/In person
January	Mailing Campaign Open House- The third Thursday of the month Quarterly Stakeholder Newsletter	Surrounding area Zoom/In person Email
February	Social Media Campaign Instagram, Facebook, Twitter & YouTube Open House - The 3rd Thursday of the month	Online / Digital Zoom/In person
March	Run Advertisement in local newspaper Open House - The 3rd Thursday of the month	Surrounding area Zoom/In person
April	Radio Station Campaign (KJLH) Open House - The 3rd Thursday of the month Quarterly Stakeholder Newsletter	MSA-3 Zoom/In person Email
May	Mailing Campaign advertising (Neighborhood Magazine) Matriculation of 5th Grade Students (Neighbor Schools) Open House - The 3rd Thursday of the month	Surrounding area Zoom/In person
June	Social Media Campaign Instagram, Facebook, Twitter & YouTube Open House - The 3rd Thursday of the month	Online / Digital Zoom/In person
July	Summer Bridge Program (Incoming 6th,9th grade) Open House - The 3rd Thursday of the month Quarterly Stakeholder Newsletter	MSA-3 Zoom/In person Email

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

***“Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e).”
(Education Code Section 47605(c)(5)(H).)***

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. A Lottery Application Form is required for each student. No other requirements (test scores, transcripts, behavior records, etc.) are required. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admissions preference shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. If the number of students who wish to attend the school exceeds the openings available, entrance shall be determined by single random public drawing in accordance with Education Code Section 47605(d)(2) and as set forth below.

In accordance with Education Code Section 47605 (e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D) the Charter School shall post a notice developed by the CDE on the Charter School’s website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School’s charter and relevant policies.

The Charter School does not request nor require student records prior to a student’s enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent,

guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

If the number of students who wish to attend the Charter School exceeds the openings available, entrance shall be determined by a single public random drawing (“lottery”) in accordance with Education Code Section 47605(e)(2)(B) and as set forth below.

ENROLLMENT PREFERENCES

Pursuant to Education Code Section 47605(e)(2)(B), if the number of pupils who wish to attend the Charter School exceeds the Charter School's capacity, attendance, except for existing pupils of the Charter School, shall be determined by a public random drawing. In the event of a lottery for the impacted grade level(s), with the exception of existing students, who are guaranteed enrollment in the following school year, enrollment preferences will be given. Admission preferences shall given in the following order:

1. Siblings of students admitted to or attending the Charter School
2. Children of Board members or employees of Magnolia Public Schools, not to exceed 10%
3. Foster youth or homeless students¹³⁸
4. Residents of the District

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

LOTTERY PROCEDURE

The public random drawing will take place within 30 days of the closing of the open application period. The Charter School will choose a date and time (preferably on the weekend or on a weekday evening) so that most interested parties will be able to attend. (Typically, the open application period starts on the first day of school and ends at the end of the Friday before the Thanksgiving break, and if applicable, a lottery is held at least two weeks after the open application period ends.)

MSA-3's office manager will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through mail, e-mail, school website, phone, and other available outlets prior to the lottery date. The lottery will be held at the school site if the school facility can accommodate all interested parties. Otherwise, the school will secure a meeting room that is large enough to accommodate all parties and to allow them observe the lottery. Notice will include an explanation that parents/guardians do not need to be present at the lottery, but may attend if they choose to do so.

In the lottery, all applicants eligible for the first preference group will be drawn by SchoolMint and listed in order for each grade level. Applicants eligible for the second and third preferences are drawn if space is available. This will continue until the number of applicants in a preference category exceeds the spaces available; at that point, a lottery will be run among all applicants in the preference category, and continue in that manner. Once the grade level capacity is met, the remaining students' names will continue to be drawn randomly within their preference category and placed in the order they are drawn

¹³⁸ Disclosure is not required; however, families that would like their students to be granted a preference on that basis would be given that opportunity.

on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied.

MSA-3 will use SchoolMint to conduct the lottery to ensure fair execution of the lottery procedures. Application Forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents will be physically filed on campus, and lottery results and waiting lists will be readily available in the school's main office for inspection upon request. Each applicant's admissions application will be kept on file for the academic year with his or her assigned lottery number in the school database and on his or her enrollment application.

NOTIFICATIONS OF ADMISSION STATUS

Notifications of admission status will be mailed to all applicants within two weeks of the lottery. Enrollment packets will be sent to admitted students; students not admitted will be informed of their waiting list priority number as determined by the admissions lottery or application order, if the application was received after the close of open enrollment. The enrollment packet shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records¹³⁹

If the enrollment packets are not returned complete within 10 business days from the date of postage, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. Charter School staff will be available to assist families in completing this paperwork if needed.

Vacancies that occur during the school year will be filled according to the wait list order determined during the lottery drawing. When an offer occurs during the school year, families will be contacted in the order of the wait list and will be given 48 hours to decide whether or not to accept a space at the school.

The waitlist for the current school year remains active until the end of the school year and does not "roll over;" applicants must reapply for the lottery annually if the Charter School is unable to offer them admission for the current year.

¹³⁹ The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

ELEMENT 9: ANNUAL FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” (Education Code Section 47605(c)(5)(l).)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(l) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

The MPS Board shall select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Chief Executive Officer or designee, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the MPS Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

Financial reporting to charter agency would be carried out in pursuant to EC section 47604.33.

ELEMENT 10: SUSPENSION AND EXPULSION PROCEDURES

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:

- (ii) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.***
- (iii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:***
 - I. Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.***
 - II. Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.***
- (iv) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian, of, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child’s educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child’s attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child’s tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil’s parent or guardian, the homeless child’s educational rights holder, the foster child’s educational rights holder, attorney, and county social worker, or the Indian child’s tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent or guardian, the homeless child’s educational rights holder, the foster child’s educational rights holder, attorney, or county social worker, or the Indian child’s tribal social worker or, if applicable, county social worker – initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).***
- (v) A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.” (Education Code Section 47605(c)(5)(J).)***

The following Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at MSA-3. Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the offenses for which students at noncharter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsion or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as MSA-3's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook which is sent to each student at the beginning of the school year. The MSA-3 administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians¹⁴⁰, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

PROGRESSIVE POSITIVE DISCIPLINE

Positive Consequences

¹⁴⁰ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

MSA-3 school staff has committed itself to encouraging and supporting the attainment of academic skills as well as social skills, such as listening, friendship-making, problem solving, and alternatives to aggression. To inspire and encourage students to develop their potential in all of these areas, the following reinforcements will be used for positive behavior:

- Individual awards/recognition
- Classroom awards/recognition
- Certificates
- Displays
- Positive contact with parent/guardian
- Special activities (field trips, movie nights, picnics, etc.)
- Publications
- Assemblies

Positive student behavior and improvements will be acknowledged and encouraged by the MSA-3 staff. Teachers will not only report discipline issues on the school information system, Infinite Campus, but also positive behaviors and accomplishments. Parents will also be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

ALTERNATIVES TO SUSPENSION

To intervene in student behavior, MPS has a progressive discipline plan in place at each of its schools. This plan is published at the beginning of each school year in the Parent/Student handbook. The handbook also includes a school-parent-student compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will develop a partnership to help children achieve high academic and behavior standards. The discipline plan includes information about student expectations and progression of disciplinary procedures from day-to-day discipline to suspension and expulsion.

MSA-3 believes that alternatives to suspension align with our schoolwide positive behavior support plan. Following are list of alternatives to be considered before suspending a student: warning, phone call home, parent conference, teacher/administrative detention, written assignment/research/presentation, loss of privileges, behavior contract, parent shadowing, mentorship (peer/teacher), referral (counseling, SST, Dean of Students/Principal), assigning volunteer work/community service, Saturday school, and in-school suspension.

GROUNDS FOR SUSPENSION

JURISDICTION

A student may be suspended for prohibited misconduct if the act is (1) related to school activity; (2) school attendance occurring at MSA-3 or at any other school; or (3) a MSA-3 sponsored event. A student may be suspended for acts that are enumerated below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

ENUMERATED OFFENSES

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

1. Caused, attempted to cause, or threatened to cause physical injury to another person resulting in minor harm.
2. Willfully used force or violence upon the person of another, except self-defense resulting in minor injury.
3. Unlawfully possessed, used, or otherwise furnished nominal amounts of any controlled substance, alcoholic beverage, or intoxicant of any kind as defined in Health and Safety Code Sections 11053-11058.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
7. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of their own prescription products by a pupil.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

13. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
16. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
17. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
18. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently offensive as to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 6 to 12, inclusive.
19. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 6 to 12, inclusive.
20. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 6 to 12, inclusive.

21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience interference with his or her academic performance.
 - iv. Causing a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in

subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
22. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to paragraphs 1 and 2 of this section.
23. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

Mandatory Suspension Offenses

Students shall be suspended when the following occur on school campus or at a school activity off campus, for any of the following reasons:

1. Possessing, selling, or furnishing a firearm, as defined below. Education Code Section. 48915(c)(1)
2. Brandishing a knife at another person. Education Code Section 48915(c)(2)
3. Unlawfully selling a controlled substance. Education Code 48915(c)(3)
4. Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in the enumerated offenses, above. Education Code Section 48915(c)(4)
5. Possession of an explosive, as defined below. Education Code 48915(c)(5)

SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense in accordance with Education Code Section 47605(c)(5)(J)(i).

This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference.

Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice will also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice will request that the parent/guardian respond to such requests without delay.

Suspension Time Limits

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per incident.

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion.

Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise be assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is required pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Appeals

Students and parent/guardian may appeal a suspension within five (5) school days of the suspension. This appeal will be made to the Principal and heard by a Reflection Committee. The Reflection

Committee is an advisory committee to the Principal, trained quarterly in restorative practices and PBIS, and will be comprised of at least one school administrator, and at least two teachers, and may also include a non-certificated employee. All Reflection Committee hearings on suspensions will be held within two (2) school days of the appeal being made, or as soon as practicable thereafter. The decision of the Reflection Committee is final. Based on the information submitted or requested, the Reflection Committee may make one of the following decisions regarding the suspension:

- Uphold the suspension
- Determine that the suspension was not within school guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be expunged. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings. Charter School shall make arrangements to provide the student with classroom materials and assignments for the duration of student's absence. Student will be provided the opportunity to make academic progress, make up assignments, and earn credit missed.

Notwithstanding the foregoing, the Charter School will maintain student records in accordance with Education Code Section 49602 and 5 CCR 16024.

Recommendation for Expulsion

Upon a recommendation of expulsion by the Principal, the student and the student's guardian or representative will be invited to a conference with the Principal or designee to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Principal or designee has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian or representative, unless the student and the student's parent/guardian or representative fail to attend the conference, at which time the school shall proceed with the extension.

This determination will be made by the Principal or designee upon either of the following findings: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Access to Education

For suspensions that are not pending an expulsion hearing, Charter School shall make arrangements to provide the student with classroom material and current assignments to be completed at home during the length of the suspension. For suspensions pending an expulsion hearing, Charter School shall be responsible for the appropriate interim placement of students. Please see "Interim Placement" below for details.

GROUNDS FOR EXPULSION

Jurisdiction

A student may be expelled for prohibited misconduct if the offense is (1) related to school activity; (2) school attendance occurring at MSA-3 or at any other school; or (3) a MSA-3 sponsored event. A student may be expelled for offenses that are described below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- a) while on school grounds;

- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

The length of an expulsion is addressed below, under “Rehabilitation Plans.”

Expulsion (Discretionary Offenses)

1. Caused, attempted to cause, or threatened to cause physical injury to another person resulting in serious bodily harm.
2. Willfully used force or violence upon the person of another, except self-defense resulting in serious bodily injury.
3. Unlawfully possessed, used, or otherwise furnished significant amounts of any controlled substance, alcoholic beverage, or intoxicant of any kind as defined in Health and Safety Code Sections 11053-11058.
4. Unlawfully under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
5. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
6. Committed or attempted to commit robbery or extortion in excess of \$1,000.
7. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
8. Stole or attempted to steal school property or private property, , which includes but is not limited to, electronic files and databases.
9. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student’s own prescription products by a student.
10. Committed an obscene act or engaged in habitual profanity or vulgarity.
11. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
12. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
16. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
17. Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
18. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 6 to 12, inclusive.
19. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 6 to 12, inclusive.
20. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 6 to 12, inclusive.
21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

22. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
23. “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
24. A post on a social network Internet Web site including, but not limited to:
- a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
25. An act of cyber sexual bullying.
- a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- e. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
26. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
27. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

Expulsion (Mandatory Offenses)

1. Possessing, selling, or furnishing a firearm, as defined below. Education Code Section 48915(c)(1)
2. Brandishing a knife at another person. Education Code Section 48915(c)(2)
3. Unlawfully selling a controlled substance. Education Code Section 48915(c)(3)
4. Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in the enumerated offenses, above. Education Code Section 48915(c)(4)
5. Possession of an explosive, as defined below. Education Code Section 48915(c)(5)

EXPULSION PROCEDURES

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by a neutral and impartial hearing officer ("Hearing Officer") or an Administrative Panel selected by the Principal, at the Principal's discretion, following a hearing as described below. If an Administrative Panel is utilized, it will include at least one certificated person, none of whom have been members of the Board or on the staff of the Charter School in which the student is enrolled. Typical Administrative Panel members include teachers, school administrators and Home Office Chiefs/Directors. The Home Office will coordinate all administrators and teachers who serve on the Reflection Committee at their school sites to be "on call" for a particular month should their presence be needed at an Administrative Panel hearing. The Hearing Officer or Administrative Panel may expel any student found to have committed an expellable offense. The pupil will be notified on the same day of the Hearing Officer or Administrative Panel's decision, or as soon thereafter as is practicable, and will later be followed up with a written letter acknowledging the Administrative Panel's decision.

Expulsion Hearing

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within thirty (30) school days after the Principal determines that the Student has committed an expellable offense.

After a Hearing Officer or Administrative Panel hears the case, either will make a determination whether to expel the student. The hearing shall be held in a confidential setting.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian by the Principal or designee at least five (5) school days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of MSA-3's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Hearing Officer or Administrative Panel may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Administrative Panel or the Hearing Officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. Hearing Officer or Administrative Panel must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Hearing Officer or Administrative Panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

4. The Hearing Officer or Administrative Panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Hearing Officer or Administrative Panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Hearing Officer or Administrative Panel may remove a support person whom the Hearing Officer or Administrative Panel finds is disrupting the hearing. The Hearing Officer or Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, MSA-3 must present evidence that the witness' presence is both desired by the witness and will be helpful to MSA-3. The Hearing Officer or Administrative Panel shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the Hearing Officer or Administrative Panel shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the Hearing Officer or Administrative Panel that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Expulsion Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the Hearing Officer or Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Hearing Officer or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the Hearing Officer or Administrative Panel shall be in the form of written findings of fact.

If the Hearing Officer or Administrative Panel decides not to expel, the student shall immediately be returned to their educational program.

Written Notice to Expel

The Principal or designee following a decision of the Hearing Officer Administrative Panel to expel shall send written notice of the decision to expel within five (5) school days, including the Hearing Officer or Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MSA-3
3. The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures

The Principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

Disciplinary Records

MSA-3 shall maintain records of all student suspensions and expulsions at MSA-3. Such records shall be made available to the County upon request.

Expulsion Appeals

In order to appeal an expulsion, the student/parent/guardian must submit a written appeal to the CEO of MPS explaining the basis for the appeal and attaching any supporting documentation, within five (5) school days of receiving the written notice of the expulsion.

In response to the written request for an appeal, the CEO of MPS shall call a meeting of the Board of Directors. The Board shall meet to consider the appeal within ten (10) calendar days of receipt of a timely written request for an appeal, or as soon thereafter as is practicable. The appeal is not an additional hearing, and no new evidence may be produced or taken. Rather, the appeal shall be considered in closed session. The parent or student representative may address the Board prior to

closed session in accordance with the Brown Act. The Board will render its decision and provide notice within two (2) school days, or as soon as is practicable. The decision is final.

Interim Placement

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of the Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

The Charter School shall work with parents/guardians of expelled students and the Authorizer for an interim placement at a community day school or other alternative program. Should the Charter School determine after the recommendation for expulsion that the student will remain enrolled at the Charter School pending the expulsion hearing based on the best interest of the student, or if the Charter School secures another alternative interim placement at another charter school or school within MPS, if appropriate and aligned with applicable charter petitions, the Charter School will notify the Authorizer of such determination.

REHABILITATION PLAN

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Hearing Officer or Administrative Panel at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

READMISSION

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

BULLYING

The Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 *et seq.* MPS' policy on bullying prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics, as specified in the definition of hate crimes. MPS' process for receiving and investigating complaints includes complaints of discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics, as specified, and a requirement that Charter School personnel who witness such acts take immediate steps to intervene when safe to do so, a timeline to investigate and resolve complaints, and an appeal process.

SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” (Education Code Section 47605(c)(5)(K).)

CERTIFICATED STAFF MEMBERS

All certificated staff members who are eligible, including, but not limited to, administrators, counselors, school psychologists, special education program administrators, and teaching employees will participate in, the State Teachers’ Retirement System (“STRS”).

CLASSIFIED STAFF MEMBERS

All full-time classified staff members, including, but not limited to, office staff and instructional aides are eligible to participate in the Public Employees’ Retirement System (“PERS”).

Employees participating in PERS also qualify for Social Security.

MPS employees participate either in PERS or STRS according to their eligibility. Staff members who leave MSA-3 to work for the Home Office have the option of retaining their PERS or STRS status, if eligible. Home Office staff not eligible for PERS or STRS qualify for social security and may elect to participate in an employer 403(b) plan.

OVERSIGHT OF BENEFITS

The People & Culture Department and the Finance Department at the MPS Home Office are responsible for monitoring the appropriate administration of benefits and ensuring appropriate arrangements for retirement coverage are made for all employees. The Charter School will make any contribution that is legally required of the employer, including STRS, PERS, social security, workers compensation, and other payroll obligations. All withholdings from employees and the Charter School will be forwarded to the STRS and PERS funds as required. Employees will accumulate service credit years in the same manner as all other members of STRS and PERS. The Charter School will submit all retirement data and will comply with all policies and procedures for payroll reporting. The Charter School assures that it will provide retirement information in a format required by the County.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Education Code Section 47605(c)(5)(L).)

MSA-3 is a school of choice and no students shall be required to attend. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the County through applicable intra- and inter-district transfer policies.

Parents and guardians of each student enrolled in the charter school will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in MSA-3, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” (Education Code Section 47605(c)(5)(M).)

No public school district employee shall be required to work at the Charter School. Charter School employees shall have any right upon leaving the County or a school district to work in the Charter School that the County or a school district may specify, any rights of return to employment at the County or in a school district after employment in the Charter School that the County or a school district may specify, and any other rights upon leaving employment to work in the Charter School that the County or a school district determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the County or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT 14: DISPUTE RESOLUTION

“The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.” (Education Code Section 47605(c)(5)(N).)

DISPUTES BETWEEN THE CHARTER SCHOOL AND THE AUTHORIZER

The Charter School recognizes that it cannot bind the County Board to a dispute resolution procedure to which the County Board does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the County Board.

The Charter School and the County will be encouraged to attempt to resolve any disputes with the County amicably and reasonably without resorting to formal procedures. In the event of a dispute between the Charter School and the County, Charter School staff, employees and Board members of the Charter School and the County agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the County Superintendent and CEO of Charter School. The party who claims there is a dispute shall identify the issue in the dispute statement with specificity and supporting facts.

In the event that the County Board of Education and the Los Angeles County Office of Education Staff believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the County’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. At any time LACOE believes the dispute relates to an issue that could lead to revocation of the charter school, both parties will no longer be subject to this process. LACOE may proceed immediately with the revocation procedures as set forth in law and stated below if LACOE believes the charter school:

- Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- Failed to meet or pursue any of the pupil outcomes identified in the charter.
- Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Violated any provision of law

The responding party has 20 business days to prepare a written response to the dispute statement. Both parties will attempt to settle such dispute by meeting and conferring in a good faith attempt to resolve the dispute within 15 business days of the date of the written response. The CEO of Charter School shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the written response. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two MPS Board members who shall meet with the CEO of Charter School and attempt to resolve the dispute within fifteen (15) business days from receipt of the written response.

If this joint meeting fails to resolve the dispute, the CEO of Charter School shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and CEO. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs

of the mediator shall be split equally between the County and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and the Charter School.”

INTERNAL DISPUTES

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School’s policies and internal dispute resolution process. The County shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

ELEMENT 15: CHARTER SCHOOL CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter 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.” (Education Code Section 47605(c)(5)(O).)

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the Los Angeles County Office of Education, the Charter School’s SELPA, the retirement systems in which the Charter School’s employees participate (e.g., Public Employees’ Retirement System, 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.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board’s decision to close the Charter School.

The Charter School 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.

As applicable, the Charter School will provide parents, students and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g. The Charter School will ask the County to store original records of Charter School students. All student records of the Charter School shall be transferred to the County upon Charter School closure. If the County will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Charter School closure to the County. 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.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

In the event that the school closes, the CEO/Superintendent will serve as the school's closure agent, unless the Board designates another individual.

ADDITIONAL PROVISIONS

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the County under any of the County's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the County [A.M. Best A-, VII or better] to protect Charter School from claims that may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

It shall be Charter School's responsibility, not the County's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles County Office of Education and the Board of Education of the County of Los Angeles ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by the County which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of County.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School 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.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence and \$1,000,000 general aggregate, with no self-insured retention.
5. Cyber liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. *The policy shall be endorsed to name the Los Angeles County Office of Education and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the County which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

Evidence of Insurance

Charter School shall furnish to the County within 30 days of all new policies inceptions, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

“Charter school shall be required to provide LACOE with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed.”

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the County reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the County and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LACOE and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LACOE and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and

hold harmless “the LACOE and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

FISCAL MATTERS

County Oversight Costs

The County may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School’s revenue, or the County may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the County. Notwithstanding the foregoing, the County may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School’s annual audit as a stand-alone item.

Audit and Inspection of Records

Charter School is subject to County oversight.

- The County’s statutory oversight responsibility continues throughout the life of the Charter and requires that the County, among other things, monitors the fiscal condition of Charter School.
- The County is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.
- The Charter School shall comply with Education Code Section 47604.3 regarding responding to reasonable inquiries from the County.

Internal Fiscal Controls

Charter School shall develop and maintain sound internal fiscal control policies governing all financial activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Education Code Section 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Education Code Section 47606.5(b).)

BUDGETS AND FINANCIAL REPORTING

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(h).

Attached, please find the following documents:

- Budget narrative
- A projected budget
- Financial projections and cash flow for three years of operation

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the County as required by law and as requested by the County including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

The Charter School agrees to and submits to the right of the County to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County.

ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

FACILITIES

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

The Charter School is currently located at 1254 E Helmick St, Carson, CA 90746 on the campus of Curtiss Middle School. MSA-3 enjoys exclusive use of core classroom space, as well as access to shared use space including athletic facilities and other educational spaces. The campus is shared with Curtiss Middle School via Proposition 39.

The charter school reserves the right to request facilities from the District pursuant to Proposition 39.

POTENTIAL CIVIL LIABILITY EFFECTS

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of the Charter School.

Further, the Charter School and the County may enter into a memorandum of understanding, wherein the Charter School shall indemnify the County for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the County and the Charter School's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

APPENDIX A: NWEA MAP TABLES

MATH

Grade	2021-2022				2022-2023				2023-2024				
	NWEA MAP Math		Participation Rate		CGI Outcome Met	NWEA MAP Math	Participation Rate		CGI Outcome Met	NWEA MAP Math	Participation Rate		CGI Outcome Met
6	Conditional Growth Index (CGI)		Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?
	6	All Students	-0.58	48/59; 81.36%	58/63; 92.06%	No	-0.72*	37/38; 97.37%	31/31; 100%	No	-1.45	46/48; 95.83%	50/51; 98.04%
EL		-			-	-			-	-			-
FRL		-0.42			No	-0.74*			No	-1.26*			No
SPED		-			-	-			-	-			-
AA		0.33*			Yes	-1.25*			No	-1.91*			No
H/L		-1.53			No	-0.26*			No	-0.92			No
7	Conditional Growth Index (CGI)		Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?
	7	All Students	-0.19	28/37; 75.68%	36/40; 90.00%	Yes	-0.02	71/73; 97.26%	70/72; 97.22%	Yes	0.41	40/40; 100%	38/39; 97.44%
EL		-			-	-			-	-			-
FRL		0.21			No	-0.36			No	-0.11			Yes
SPED		-			-	-			-	-			-
AA		-1.88*			No	-0.29*			No	0.11*			Yes
H/L		1.4*			Yes	-0.01			Yes	0.82*			Yes
8	Conditional Growth Index (CGI)		Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?
	8	All Students	0.43	43/66; 65.15%	61/66; 92.42%	Yes	0.54	50/51; 98.04%	48/49; 97.96%	Yes	-0.30	77/80; 96.25%	74/77; 96.10%
EL		-			-	-			-	-			-
FRL		0.60			Yes	0.36			Yes	-0.17			Yes
SPED		-			-	-			-	-			-
AA		-1.02*			No	0.82*			Yes	-0.95*			No
H/L		1.48			Yes	0.22*			Yes	0.12			Yes
9	Conditional Growth Index (CGI)		Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?
	9	All Students	2.27	51/77; 66.23%	62/73; 84.93%	Yes	1.81	58/60; 96.67%	55/55; 100%	Yes	2.07	54/57; 94.74%	49/52; 94.23%
EL		-			-	-			-	-			-
FRL		2.01			Yes	2.33			Yes	2.43			Yes
SPED		-			-	-			-	-			-
AA		1.44*			No	0.67*			Yes	-1.35*			No
H/L		2.95			Yes	2.33			Yes	3.46			Yes
10	Conditional Growth Index (CGI)		Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?
	10	All Students	2.01	30/58; 51.72%	45/55; 81.82%	Yes	4.80	59/62; 95.16%	56/58; 96.55%	Yes	3.63	55/57; 96.49%	56/57; 98.25%
EL		-			-	-			-	-			-
FRL		1.36			Yes	4.85			Yes	4.21			Yes
SPED		-			-	-			-	-			-
AA		1.67*			Yes	3.54*			Yes	2.15*			Yes
H/L		2.06			Yes	5.32			Yes	4.17			Yes
11	Conditional Growth Index (CGI)		Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?
	11	All Students	2.39	32/53; 60.38%	44/52; 84.62%	Yes	8.37	48/55; 87.27%	47/50; 94.00%	Yes	2.76	56/57; 98.25%	54/55; 98.18%
EL		-			-	-			-	-			-
FRL		1.84			Yes	9.06			Yes	3.20			Yes
SPED		-			-	-			-	-			-
AA		1.94*			Yes	7.88*			Yes	1.73*			Yes
H/L		2.54			Yes	9.65*			Yes	3.40			Yes

NOTE: Participation rate calculated by dividing number of students tested by number of students enrolled that semester

(-) indicates a student count less than 11

(*) indicates a student count greater than 11 and less than 30.

READING

Grade	2021-2022				2022-2023				2023-2024				
	NWEA MAP Reading		Participation Rate		CGI Outcome Met	NWEA MAP Reading	Participation Rate		CGI Outcome Met	NWEA MAP Reading	Participation Rate		CGI Outcome Met
	Conditional Growth Index (CGI)		Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?	CGI	Fall	Spring	Yes/No?
6	All Students	-2.14	46/59; 77.97%	46/63; 73.02%	No	0.22*	37/38; 97.37%	31/31; 100%	Yes	-2.06	46/48; 95.83%	51/51; 100%	No
	EL	-			-	-			-	-			-
	FRL	-2.22			No	0.06*			Yes	-0.47*			No
	SPED	-			-	-			-	-			-
	AA	-1.69*			No	2.36*			Yes	-2.54*			No
	H/L	-1.84			No	-0.88*			No	-1.40*			No
7	All Students	-0.35	26/37; 70.27%	31/40; 77.50%	No	0.37	72/73; 98.63%	72/72; 100%	Yes	-0.96	40/40; 100%	39/39; 100%	No
	EL	-			-	-			-	-			-
	FRL	-0.73			No	0.38			Yes	-0.92			No
	SPED	-			-	-			-	-			-
	AA	-1.60*			No	1.72*			Yes	-3.35*			No
	H/L	0.55*			Yes	-0.49			No	1.27*			Yes
8	All Students	0.55	48/66; 72.73%	61/66; 92.42%	Yes	-0.10	50/51; 98.04%	46/49; 93.88%	Yes	-0.15	78/80; 97.50%	70/77; 90.91%	Yes
	EL	-			-	-			-	-			-
	FRL	0.64			Yes	0.14			Yes	-0.59			No
	SPED	-			-	-			-	-			-
	AA	0.29*			Yes	-0.31*			No	-0.45*			No
	H/L	0.37			Yes	-0.50*			No	0.12			Yes
9	All Students	2.81	60/77; 77.92%	59/73; 80.82%	Yes	2.22	60/60; 100%	54/55; 98.18%	Yes	1.12	54/57; 94.74%	49/52; 94.23%	Yes
	EL	-			-	-			-	-			-
	FRL	3.02			Yes	2.42			Yes	2.02*			Yes
	SPED	-			-	-			-	-			-
	AA	3.38*			Yes	1.56*			Yes	-0.12*			Yes
	H/L	2.62			Yes	2.48			Yes	1.47			Yes
10	All Students	2.16	30/58; 51.72%	47/55; 85.45%	Yes	1.97	58/62; 93.55%	55/58; 94.83%	Yes	3.49	56/57; 98.25%	56/57; 98.25%	Yes
	EL	-			-	-			-	-			-
	FRL	1.98			Yes	2.02			Yes	3.33			Yes
	SPED	-			-	-			-	-			-
	AA	0.82*			Yes	0.04*			Yes	5.24*			Yes
	H/L	2.74			Yes	2.64			Yes	2.82			Yes
11	All Students	1.17	39/53; 73.58%	39/52; 75.00%	Yes	1.92	53/55; 96.36%	47/50; 94.00%	Yes	3.82	56/57; 98.25%	55/55; 100%	Yes
	EL	-			-	-			-	-			-
	FRL	1.36			Yes	1.37			Yes	4.59			Yes
	SPED	-			-	-			-	-			-
	AA	1.11*			Yes	2.69*			Yes	4.31*			Yes
	H/L	1.08			Yes	1.52*			Yes	3.64			Yes

NOTE: Participation rate calculated by dividing number of students tested by number of students enrolled that semester

(-) indicates a student count less than 11

(*) indicates a student count greater than 11 and less than 30.



Not Applicable



Board Members & Key Individuals

	Name	Designation	Contact
Mr.	Mekan Muhammedov	Chair	mekan@magnoliapublicschools.org
Ms.	Sandra Covarrubias	Vice-Chair	scovarrubias@magnoliapublicschools.org
Dr.	Umit Yapanel	Board Member	umit@magnoliapublicschools.org
Dr.	Salih Dikbas	Board Member	sdikbas@magnoliapublicschools.org
Mrs.	Diane Gonzalez	Board Member	drgonzalez@magnoliapublicschools.org
Mr.	Alfredo Rubalcava	Lead Petitioner	arubalcava@magnoliapublicschools.org
Mr.	Steve Budhreja	Chief Financial Officer	sbudhreja@magnoliapublicschools.org
Mr.	Zekeriya Ocel	Principal	zocel@magnoliapublicschools.org

Mekan Muhammedov

Email: mekan@magnoliapublicschools.org

Background

Results-oriented professional with a background in nonprofit management. A proven track record in business management, finance, and entrepreneurship with strong skills in leadership, strategic planning, and education.

Education

California State University Northridge

- Bachelor of Arts in Political Science, 2010
- Master of Arts in Political Science, 2013

Work Experience

Magnolia Educational & Research Foundation dba Magnolia Public Schools *Board Chair*

September 2022 - Present

- Provide leadership and strategic direction to the Board of Directors.
- Oversee and guide the implementation of educational policies and initiatives.
- Collaborate with stakeholders to ensure the success and growth of Magnolia Public Schools.

Magnolia Educational & Research Foundation dba Magnolia Public Schools *Chief Financial Officer*

2011 - 2014

- Managed financial operations, budgets, and accounting functions.
- Developed and implemented financial strategies to optimize resources.
- Ensured compliance with financial regulations and reporting requirements.

Chief Operations, Family Construction Company
Chief of Operations

2015 - 2017

- Led day-to-day operations, overseeing project management and execution.
- Collaborated with cross-functional teams to achieve project milestones.
- Maintained a focus on quality, safety, and efficiency in construction processes.

Real Estate and Construction Company
Founder

2017 - Present

- Established and led a successful real estate and construction venture.
- Developed business strategies, managed operations, and fostered client relationships.
- Spearheaded projects from conception to completion, ensuring quality and profitability.

Logistics Company
Co-Founder

2021 - Present

- Played a key role in the establishment and growth of a logistics company.
- Implemented effective logistical solutions to streamline operations.
- Contributed to business development and client acquisition.

Additional Roles

Director of Finance Magnolia Public Schools
Business Manager

2004 to 2011

Started as a business manager at Magnolia Public Schools, founding member, contributing to the academic development through financial work

1. Financial Policy Development

- Developed and implemented financial policies to ensure compliance with regulatory standards and enhance financial transparency.

- Established budgetary guidelines to optimize resource allocation and achieve financial goals.

2. *Organizing Finance Department:*

- Streamlined the finance department's structure for improved efficiency and accuracy in financial reporting.
- Implemented robust financial controls and processes to minimize risk and enhance financial integrity.

Skills

- Leadership and Team Management
- Financial Management and Budgeting
- Strategic Planning and Implementation
- Project Management
- Entrepreneurship
- Real Estate Development
- Logistics and Operations
- Education and Academic Administration

Board Memberships

Magnolia Educational & Research Foundation dba Magnolia Public Schools

MPS Board Director (Board Member)

2020-present

MPS Board Chair

2023-present

Sandra A. Covarrubias
scovarrubias@magnoliapublicschools.org

OBJECTIVE To inspire and guide the mission of Magnolia Public Schools as the Board Vice-Chair.

PROFESSIONAL LICENSED VOCATIONAL NURSING

EXPERIENCE All Saints HealthCare April 2004- April 2007
North Hollywood, CA

- * Provided quality of nursing care to pediatric patients.
- * Aided in the Patient's daily activities of living.
- * Administrated medication by all routes.
- * Monitored ventilators: T-Bird, LP10, HT50, and Bear.
- * Obtained assessments of the patients for any changes.
- * Provided wound care
- * Provided respiratory care; gave respiratory medication, suctioned, and checked respiratory statues.
- * Worked with GT, JT, JGT, and NGT; gave the feedings to the patients, replacement of the tubes, and worked with the feeding pumps.
- * Worked with traches; trach care, and trach tube changes; worked with Bivona and Shiley traches.
- * Monitored IV sites for any infection or any other changes.
- * Monitored all the alarms of the patient; pulse ox, apnea monitor, and ventilator Alarms.
- * Comforted the patient and family with a long term ventilator dependence, and deteriorating diseases.
- * Responsible for all the documentation of the patient; nurses notes, weekly summaries, incident reports, and care plans.
- * Recorded all medications and ordered new medications.
- * Transported patients to school and provided any school needs.

LICENSED VOCATIONAL NURSING

Majesty Hospice January 2005- September 2007
Los Angeles, CA

LICENSED VOCATIONAL NURSING

Amity Home Health October 2007- June 2010
Granada Hills, CA

- * Obtained head-to-toe assessment and any changes.
- * Provided quality of nursing care to adult patients.
- * Assisted in the patient's daily activities of living.
- * Administrated medications by all routes.
- * Reordered medications and supply.
- * Patient and family teaching following the care plan.
- * Responsible for all the documentation of the patient; nurse notes and care plans.

- * Provided wound care
- * Provided patient care following plan of care
- * Comforted the patient and family during terminal illness.

STAY AT HOME MOTHER

June 2010 - Present

- * Providing support and guidance for my child.

EDUCATION

2004 and 2006 All Saints HealthCare – PALS
2003 American Heart Association – Certified Nursing Assistant
2001 Heartfare – Intravenous Therapy
2001 and 2000 Casa Loma College – Licensed Vocational Nursing

CERTIFICATIONS

BLS – American Heart Association
PALS – American Heart Association
Institutional Fire and Life Safety – Los Angeles City Fire Department
Intravenous Therapy Certificate – American Heart Association

MULTI – LANGUAGE SKILLS

Able to speak and write fluently in Spanish

REFERENCES

Available on Request

Umit Yapanel, PhD

umit@magnoliapublicschools.org

SENIOR AI/SPEECH/NLP EXPERT

Experienced leader in using conventional and deep learning based technologies to develop highly successful consumer oriented products and services.

R&D EXPERTISE

Deep Learning, Natural Language Processing, Full-Stack ASR Development, Robust Speech Recognition, Speaker Diarization/Identification/Normalization, Acoustic Modeling, Multi-Mic Beamforming, Speech Enhancement, Child Speech Processing, Language Identification.

PROFESSIONAL EXPERIENCE

DeGirum, Inc, Santa Clara, CA 03/2022-Present

Principal Machine Learning Engineer

- Developing AI models for a state of the art Edge AI accelerator

Chief Scientist at Elegant AI Technologies, Palo Alto, CA 05/2021-Present

- Developed innovative NLP question answering algorithms for a start-up
- Expanded the benchmarking for a speech diarization system for an established client
- Architected a conversational AI order taking system for another start-up
- Designed voice conversion and text-to-speech systems based on recent AI approaches

McDonald's Corp., Tech Labs, Mountain View, CA

05/2019-06/2021

Senior Manager, Conversational AI Group

- optimized audio capture at the drive-through post located in restaurants
- cut WER by 20% with echo cancellation and noise suppression on raw captured audio
- implemented an efficient process to train and benchmark large-scale Kaldi ASR models
- designed an innovative Language ID system with error-rate, 50% better than requirements

LENA, Boulder, CO (Remote)

10/2016-5/2019

Consultant as Senior Machine Learning Lead

- replaced traditional speaker diarization system with a deep learning alternative
- fully documented all of the processing algorithms encompassing the IP of the company
- created a full regression testing suite to benchmark various algorithms as applied to speaker diarization, ASR, and Child Speech Processing.

InvenSense, Inc., San Jose, CA 9/2014-6/2016

Senior Audio Algorithm Developer

- synthesized a very efficient music detection algorithm reducing MIPS requirements by 50%
- developed a low resource speech detection algorithm as a preprocessor to keyword spotter
- optimized a deep learning-based environment classifier to significantly reduce MIPS reqs.
- characterized various speech coding algorithms on ASR / keyword spotting performance

Knowles Corp., (previously Audience, Inc.), Mountain View, CA 10/2010-9/2014

Senior ASR Algorithm Developer

- Cutting edge multi-mic noise suppression algorithms and their integration into server-based commercial ASR systems.
- Architected a low-resource keyword spotter from scratch.
- Designed a full ASR system architecture and trained acoustic and language models.

- Invented an algorithm to learn speaker-dependent keyword models with a few repetitions.

University of Colorado at Boulder, Boulder, CO 1/2010-5/2010

Adjunct Faculty, Dept of Electrical, Computer, and Energy Eng.

Taught Introduction to Digital Filters class to senior/graduate students.

TUBITAK-UEKAE, Gebze, Turkey (Remote) 3/2009-6/2009

Senior Consultant

- Developed a GMM-based language identification (LID) system for UEKAE (National Institute of Electronics and Cryptology of Turkey) on OGI Multi-Language Telephone Corpus. The LID system he developed performed better than all GMM-based systems reported in the LID literature on the same database at the time.

- Contributed to improve the ASR Engine by integrating PMVDR noise-robust features and BISN speaker normalization developed during PhD research.

LENA, Boulder, CO 2/2005-2/2009

Speech Technology Engineer

- Performed the software development of an assessment tool used to monitor and assess the language development of children ages 0-4 years.

- Developed novel algorithms to handle child speech recognition and automatic language assessment, adult speech analysis and recognition, speaker segmentation, speaker identification, speech compression, speech enhancement and other issues related to robust speech processing.

EDUCATION

University of Colorado at Boulder, Ph.D., Electrical, Computer, and Energy Engineering

Thesis Advisor: Prof. John H. L. Hansen

Thesis Title: "Acoustic Modeling and Speaker Normalization Strategies with Application to Robust In-vehicle Speech Recognition and Dialect Classification"

Bogazici University, Istanbul, Turkey, M.S., Electronics & Communications Engineering

Thesis Advisor: Prof. Levent M. Arslan

Thesis Title: "Garbage Modeling Techniques for a Turkish Keyword Spotting System"

Istanbul Technical University, Istanbul, Turkey, BS. Eng, Electronics and Comm. Eng.

Thesis Advisor: Prof. Ercan Topuz

Thesis Title: "Computerized Antenna Design"

SELECT PATENTS

"System and Method for Detection and Analysis of Speech," filed 23-01-2008, Jeffrey A. Richards, Terrance D. Paul, Dongxin Xu, Sharmistha Gray, Umit Yapanel, Jill S. Gilkerson

"System and Method for Expressive Language, Developmental Disorder, and Emotion Assessment," assigned 07-30-2009, Jeffrey A. Richards, Terrance D. Paul, Dongxin Xu, Sharmistha Gray, Umit Yapanel, Jill S. Gilkerson

SALIH DIKBAS

sdikbas@magnoliapublicschools.org

PROFILE

- Over 15+ years of solid industry experience in image/video processing and coding.
- Comprehensive experience in developing HW friendly low-complexity novel algorithms from concept to design for Image Signal Processor (ISP) pipeline and display sub-systems: algorithm development, architecture, modeling, and optimization for SW and HW.

EXPERIENCE

PRINCIPAL ENGINEER/TECH LEAD, ZEKU INC.; SAN DIEGO, CA – 2022-PRESENT

- Working on developing next generation ISP algorithm/pipeline/architecture utilizing ML technologies

SENIOR STAFF ENGINEER/MANAGER, QUALCOMM INC.; SAN DIEGO, CA – 2013-2022

- Took active part in design, architecture, and fixed point implementation of image signal processing (ISP) pipeline for Snapdragon chips (MSM8992/8994/8996/8998, SDM835/845/855/865/888)
- Led architecture and modeling team for Snapdragon ISP development projects
- Led the team to improve simulation run-time of ISP modules +10x by employing algorithm refactoring and parallel/multi-thread programming techniques using OpenMP.
- Architected and modeled High Dynamic Range (HDR) fusion modules supporting different formats.
- Architected and modeled 3A (Auto Focus/Exposure/White Balance) statistics engine modules
- Co-designed and co-implemented a modular and flexible C++ code base for ISP pipeline development by employing design patterns.
- Design, implementation, testing, and verification of ISP pipeline modules (black level, bad pixel correction, lens correction, 3A stats engines, HDR, demosaic, gamma correction, color correction, color conversion, noise reduction, edge enhancement, scaler, local/global contrast enhancement, AI enabled modules)

SYSTEMS ENGINEER, TEXAS INSTRUMENTS INC.; DALLAS, TX – 2007-2013

- Developed a low-complexity lossless frame memory compression algorithm
- Developed a guaranteed-rate near-lossless frame memory compression algorithm
- Developed a cost-effective multiple-output scaler algorithm
- Developed an efficient single-frame noise estimation algorithm
- Integration, evaluation, and optimization of video processing modules (deinterlacer, scaler, noise filter, sharpness and contrast enhancement, color processing, video format conversion, etc.)
- Experience in design, calibration, and tuning of ISP modules (noise filtering, enhancement, CCM, etc.)
- Co-authored the call for proposal of TI for next-generation video standard (HEVC)

RESEARCHER/INSTRUCTOR, GEORGIA INSTITUTE OF TECHNOLOGY; ATLANTA, GA – 2005-2008

- Developed several algorithm for image and video processing systems: frame rate up-conversion algorithm, a fast motion-estimation algorithm, video quality enhancement algorithms, a color edge detection algorithm.

- Development of various sensor based projects involving SmartBadge4 sensor platform running embedded Linux, e.g., light detector, 2axis accelerometer and proximity sensor
- Taught ECE3710 "Circuits and Electronics" for three semesters

DSP ENGINEER, SANTEL NETWORKS; FREMONT, CA – 2003-2004

- Designed fixed point ECHO/NEXT canceler for high-speed copper media (10GBASE-T)
- Implemented and optimized DFE/FFE equalizer for high-speed copper media
- Optimized simulation code for 10G fiber communication system transceiver
- Performed testing, debugging of Santel-Nova3 Chip (10G analog equalizer with digital adaptation) using BERT, oscilloscope and spectrum analyzer

INSTRUCTOR, CLEMSON UNIVERSITY; CLEMSON, SC – 1999-2003

- Taught ECE 307 "Basic Electrical Engineering"
- Taught Circuit Analysis Problems Classes (ECE 204, ECE 263)
- Coordinated ECE 309 "Basic Electrical Engineering Lab-I"

GRADUATE RESEARCH/LAB ASSISTANT, CLEMSON UNIVERSITY; CLEMSON, SC – 1996-1998

- Implemented Errors Only, Errors and Erasures Reed-Solomon decoder
- Implemented Viterbi decoder (hard/soft decision)

EDUCATION

GEORGIA INSTITUTE OF TECHNOLOGY, ATLANTA, GA – PH.D., 2005-2011

CLEMSON UNIVERSITY, CLEMSON, SC – M.S., 1996-1998

MIDDLE EAST TECHNICAL UNIVERSITY (ABET ACCREDITED), ANKARA, TURKEY – B.S., 1992-1996

PUBLICATIONS

- **Salih Dikbas**, Yucel Altunbasak, "A Novel True-Motion Estimation Algorithm and Its Application to Motion-Compensated Temporal Frame Interpolation," IEEE Transactions on Image Processing, Vol. 22, No. 8, pp. 2931-2945, August 2013
- **Salih Dikbas**, Tarik Arici, and Yucel Altunbasak, "Fast Motion Estimation With Interpolation-Free Sub-Sample Accuracy," IEEE Transactions on Circuits and Systems for Video Technology, Vol. 20, No. 7, pp. 1047-1051, July 2010
- **Salih Dikbas** and Fan Zhai, "Lossless image compression using adjustable fractional line-buffer," Signal Processing: Image Communication, Vol. 25, No. 5, Special Issue on Breakthrough Hardware Architectures, June 2010, pp. 345-351
- Tarik Arici, **Salih Dikbas**, and Yucel Altunbasak, "A Histogram Modification Framework and Its Application for Image Contrast Enhancement," IEEE Transactions on Image Processing, Vol. 18, No. 9, pp. 1921-1935, September 2009

- **Salih Dikbas**, Tarik Arici, and Yucel Altunbasak, "Chrominance Edge Preserving Grayscale Transformation with Approximate First Principal Component for Color Edge Detection," Image Processing, 2007. ICIP 2007. IEEE International Conference on, Vol. 2, pp. 261-264, October 2007
- Tarik Arici and **Salih Dikbas**, "Skin-aware Local Contrast Enhancement," Image Processing, 2007. ICIP 2007. IEEE International Conference on, Vol. 1, pp. 521-524, October 2007
- Tarik Arici, **Salih Dikbas**, and Yucel Altunbasak, "Local Contrast Enhancement using 2-Dimensional Recursive Filters," IEEE Workshop on Multimedia Signal Processing, MMSP 2006, pp. 329-333, October 2006

PATENTS

- Mustafa Keskin and Salih Dikbas, "Camera Zoom Based on Sensor Based," filed with the USPTO on September 28, 2015.
- Salih Dikbas and Fan Zhai, "Method and Apparatus for compressing for Data relating to an image or video," Filed with the USPTO on July 2, 2009
- Salih Dikbas, Mehmet Umut Demircin, and Minhua Zhou, "Guaranteed-rate tiled image data compression," Filed with the USPTO on Feb 10, 2011

SKILLS

- Excellent programming skills and hands on experience in the C/C++ programming languages
- Experience with writing and optimizing code on Texas Instruments C6x DSP processor
- Experience in different operating systems : Windows, Mac OS X, Unix /linux
- Hands-on experience in Python, Bash, Perl languages
- Hands-on experience in collaborative SW tools: Perforce, Git, JIRA, Confluence, Code Collaborator
- Excellent experience in software packages: Matlab, Microsoft Visual Studio/Visio/Project/Office, LaTeX

HONORS/ACTIVITIES

- Ranked in first 500 among 1 million people in the university entrance example
- Turkish Petroleum Foundation Graduate Fellowship
- Turkish Education Foundation scholarship throughout undergraduate studies
- Third ranking in Mathematics Competition of "The Scientific and Technical Research Council of Turkey"
- Turkish preparation team for the Mathematics Olympiads 1990
- Treasurer of Clemson University Turkish Student Association (served 2 years)
- Chair/co-chair of Turkish Employee Initiative at Texas Instruments Inc.
- Senior Member of IEEE

REFERENCES

Available upon request

Diane R. Gonzalez

drgonzalez@magnoliapublicschools.org

OBJECTIVE: To provide service to the community through engaging stakeholders involved in bettering the lives of underserved children.

QUALIFICATIONS:

Board Member- Scholars Learning Academy

Board Member- Drug Enforcement Administration Citizen's Academy (DEACAAA)

MEDIATOR- Centinela Valley Juvenile Diversion Program

EMPLOYMENT:

Retired – 2022 from the Department of Justice (FBI) after 57 yrs of services

Network Marketing: Starfish Perks (life platform)

Public Service

Certified Instructor for i-Safe America on Internet Safety

2004 to present: On the salvation Army Westwood Transitional Village Advisory Council

Formerly two term Board Member for the Drug Enforcement Administration Citizen's Academy (DEACAAA)

2002 Board member for Scholars Learning Academy

Served as a mediator for the Centinela Valley Juvenile Diversion Project

Served as a mentor with Pennylane - a group home for At-Risk Girls

Additional Service:

Created a reading program at the Bessie Pregerson Child Development Center

Created and implemented Community Relations Executive Seminar Training Program (CREST) for FBI-LA

Created a Multi -Cultural Advisory Committee for LA FBI

Member/ Coordinator of the Special Olympics of Southern California Law

Enforcement Torch Run Council and also agency coordinataor and participant for the past 20 years.

Coorinadator and Liasion for the past 20 years with the many diver cultural groups served by the FBI in
Southern California

EnfraGuard member

Alfredo Rubalcava

arubalcava@magnoliapublicschools.org

SUMMARY OF QUALIFICATIONS

- Dynamic educational leader with proven leadership experience consisting of strong analytic skills and ability to quickly assess situations, identify trends, develop solutions and apply critical assessment in the larger context.
- Extensive experience with oversight of program operations and budget management to ensure fiscal solvency.
- Experience with coaching, supervision, program management and providing technical assistance to promote program innovation and organizational change.
- Excellent ability to use program data to drive program management, program improvement, and to identify program trends.
- Experience with development and implementation of program policies and procedures.
- Excellent interpersonal and communication skills and ability to collaborate with multiple stakeholders to successfully implement initiatives.

EDUCATION

CALIFORNIA STATE UNIVERSITY Northridge
Bachelor of Science in Kinesiology
3.0 GPA

Northridge, CA May 2002

PROFESSIONAL EXPERIENCE

CEO and Superintendent

Magnolia Public Schools, Los Angeles, CA
July 2018 - Present

- The chief executive officer and superintendent (CEO) is responsible for developing the vision, adhering to policies, achieving goals, and assisting the Board of Directors in fulfilling its responsibilities. The CEO provides oversight and guidance for the daily operational management of the schools and the organization as a whole as measured by safety, academic achievement, fiscal integrity and compliance with all laws and regulations.

Senior Advisor of Diversity, Outreach and Community Development

California Charter Schools Association, Los Angeles, CA
August 2017- June 2018

- Work with CCSA cross teams to align programmatic goals and outcomes, assist with developing outreach strategy based on regional priorities for charter leaders, influential community organizations

and elected officials. I also serve as on the ground support to cultivate aspiring and emerging leaders of color, and facilitate trainings and meetings with various constituencies.

Chief External Officer

Magnolia Public Schools - Los Angeles, CA

June 2015 – August 2017

- Oversees four primary areas of responsibility: communications support to the school system, outreach to families, engagement with the public, and high-level student recruitment action plan for all Magnolia Public Schools.
- Provides senior-level communications and public relations counsel and direction to the superintendent/CEO, the superintendent's strategy team and leadership team, and the school system; and develops and oversees strategic messaging to parents and the community through a variety of programs.
- Participates in decision-making that shapes the image of Magnolia Public Schools (MPS) with critical internal and external audiences.
- Leads and administers the community support program and its employees as well as the communications staff that seeks to proactively deliver strategic communications on behalf of MPS.

Principal

Magnolia Science Academy - 8 Bell - Bell, CA

July 2012 - May 2015

- Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior.
- Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the school including instructional programs, extracurricular activities, discipline systems to ensure a safe and orderly climate, building maintenance, program evaluation, personnel management, office operations, and emergency procedures. Ensure compliance with all laws, board policies and civil regulations.
- Establish the annual master schedule for instructional programs, ensuring sequential
- learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.
- Supervise the instructional programs of the school, evaluating lesson plans and observing classes (teaching, as duties allow) on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with research on learning and child growth and development.
- Establish procedures for evaluation and selection of instructional materials and equipment, approving all recommendations.

Dean of Students

Magnolia Science Academy - 8 Bell - Bell, CA

July 2010 - June 2012

- Participated in the supervision and evaluation of staff employed in the school.

- Ensured teachers and staff kept informed through regular communications.
- Assisted with the recruitment, selection, assignment and transfer of licensed and classified personnel through coordination with administrative team.
- Established and implemented school policies and administrative regulations pertaining to student discipline.
- Conducted formal and informal teacher observations.
- Held teacher orientation and in--service training throughout the year.
- Primary designee in working with "Parent Task Force".

Athletic Director/Physical Education Dept. Chair/Physical Education Teacher

Magnolia Science Academy - 1 Reseda - Reseda, CA

August 2002 - June 2010

- Provide all children a quality developmentally appropriate physical education program, in a safe and caring environment, which promotes the learning of movement skills & knowledge, positive self-- - image, personal development, social development & character development.
- Responsible for the implementation and organization of athletic events.
- Oversee that students meet athletic and academic requirements to participate in athletic events.
- Coach male and female basketball, football, and track and field.
- Implement and coordinate recreational and fundraising activities within the community.
- Students Run L.A. (Marathon) Program Leader.

PROFESSIONAL/COMMUNITY INVOLVEMENT

- August 2016 – PRESENT: Board member of CA. State Council on Developmental Disabilities, L.A. Region.
- May 2016 – August 2016: Board Member of the South-Central Los Angeles Regional Center (SCLAR)

Steve Budhreja, Ed.D.

Torrance, CA 90501

sbudhreja@magnoliapublicschools.org

Strategic Visionary Financial Leader

Dynamic leader with over 10+ years of experience in California public education including K-12, Community Colleges and County Offices of Education. Designs long term vision, builds effective plans and extremely proficient in the following areas.

- Budget Development and Management
- Accounting and Financial Reporting
- Facilities Planning and Construction
- Risk Management/Compliance
- Procurement and Contract Management
- Building & Grounds Operations and Maintenance
- Safety and Security Services
- Info Technology & Data Security Management
- Enterprise Services Administration
- Human Resources

PROFESSIONAL EXPERIENCE

Magnolia Public Schools, Los Angeles, CA

2021-present

Chief Financial Officer

- Leads the Finance Department to align capital with an annual operating budget of approximately \$80 million to support organizational initiatives for ten individual school sites throughout Los Angeles, Orange and San Diego Counties as well as the MPS Home Office.
- Serves as the financial leader on key initiatives including facilities projects, bond financing, technology procurement, retirement planning, risk management and other key areas.
- Oversees all areas of budget and finance for budget development, monitoring and reporting to include the Annual Adopted Budget, Quarterly Interim Financial Statements and Year-End Closing annually to align with the fiscal policies and procedures of State, Federal and Local governments to align with industry standards to ensure compliance and proper internal controls.
- Presents budgetary data, trend analysis and enrollment forecasts and other key metrics to the organizations leadership team and Governing Board for future planning and decision-making purposes.
- Collaborates with third parties including auditors and credit rating agencies such as Standard & Poor's and Moody's to increase the organization's overall credit rating.
- Develop and implement fiscal policies and procedures related to procurement, bidding and other areas for all departments including Facilities, Transportation, Special Education, Technology, Academics, Accountability and Communications department as well supporting the CEO on key financial initiatives.

Principal Consultant

- Develops and manages all aspects of the budget including accounting and financial reporting for operating budgets exceeding \$150 million.
- Implements plans for Information Technology and Data Security Management to ensure compliance.
- Executes plans for facilities projects including building construction, grounds operations and maintenance for over 500 school sites.
- Responsible for all contracts including procurement of goods and services including Safety and Security as well as enterprise services totaling \$75 million annually.

- Assesses staff, develops reports to comply with all Human Resources protocols to ensure compliance with State, Local and Federal guidelines.
- Evaluates organizational protocols associated with Risk Management and Compliance including property and liability and worker's compensation.

Elite Academic Academy, Temecula, CA

2018 – 2019

Chief Financial Officer

- Planned, developed, prepared, analyzed, and monitored annual operating budget of over \$100 million throughout the year to ensure the implementation of proper internal controls.
- Responsible for securing initial financing and on-going funding of over \$80 million for school operations and facilities.
- Oversight of all Information Technology including Data Security and Management equivalent to \$40 million annually.
- Secured \$65 million in preliminary funding to commence educational operations including staff, facilities, technology, and other educational support.
- Advised department and site level staff, about their respective operating budgets, and the organization's fiscal stability; monitored various programmatic budgets to ensure fiscal solvency.
- Evaluated all organizational practices associated with Risk Management and Compliance for property and liability, workers compensation and cyber liability.
- Directed and managed the oversight of all Human Resources protocols to ensure compliance with State, Local and Federal guidelines.

Acton-Agua Dulce Unified School District, Acton, CA

2012-2018

Chief Financial Officer

- Led the Business Division to align capital with an annual operating budget of over \$200 million to support organizational initiatives including new technology, modernizing facilities, innovative construction projects, enhanced nutrition services and increased staff compensation.
- Reduced borrowing costs by over \$5 million by cultivating relationships with credit rating agencies Standard & Poor's and Moody's, increasing credit scores from Baa1 to A2.
- Planned and directed all business activities throughout the organization including Preliminary Operating Budget, Quarterly Reports and Year-End Closing annually to align with internal controls.
- Directed the formulation of policies and procedures related to procurement and bidding for all departments including Maintenance and Operations, Transportation, Special Education, Technology and Nutrition Services, etc.
- Administered bid development and procurement in accordance with Federal, State and Board guidelines.
- Leader of facilities planning with over \$100 million worth of projects for schools, athletics & scholarships
- Presented budgetary data, trend analysis and enrollment forecasts to Governing Board for future planning and decision-making purposes

Los Angeles County Office of Education, Downey, Ca

2009-2012

Business Services Consultant

- Reviewed, analyzed, and provided feedback on annual budgets totaling \$1.3 billion with school business leaders for over 34 local education agencies throughout Los Angeles County
- Performed fiscal monitoring and compliance with AB 1200 legislation to ensure that local education agencies maintain fiscal solvency for over 750 schools throughout the County; maintained relationships with senior level school business officials and superintendents for the purpose of fiscal monitoring
- Conducted oversight of collective bargaining agreements between public sector unions and local education agencies totaling over \$1 billion; developed policy and personnel recommendations for all programs and initiatives

- Presented financial data and analysis to local school board and community members for the purpose of financial planning; participate in student recruitment & placement activities; supervise research projects

Southern California ROP, Torrance, CA
Business Services Coordinator

2006-2009

EDUCATION

- Doctorate in Educational Administration (Ed.D.)
California State University of Long Beach June 2011
- Master of Arts, Organizational Leadership/Business
California State University of Long Beach August 2007
- Bachelor of Arts, California State University, Dominguez Hills August 1999



Zekeriya Ocel

EDUCATION

American College of Education June 2016
Master of Education, Educational Leadership

Dokuz Eylul University June 2002
Bachelor of Arts, Teaching English as a Second Language

CERTIFICATION

CA Single Subject Clear Credential (World Language & ELD) 9/14/2023

EXPERIENCE

Magnolia Science Academy-3 2020-Present
Principal (Oversee school Operations)

Magnolia Science Academy-3 2017-2020
Dean of Academics (Assessment & Accountability, College Counseling, EL)

Magnolia Science Academy-4 2016-2017
College Counselor

Accord Education, Irvine, CA 2012-2016
College Mentorship and Leadership Program Coordinator

- Helped students earn Congressional Award (Four Gold Medals)

Magnolia Science Academy 4, Culver City, CA (short term support) Jan-June 2014
Dean of Academics

- Took role in implementing the first STEM Expo at MSA-4
- Lead school in absence of principal

Coral Academy of Science, Reno, NV July 2006-June 2011
Special Education Teacher
Testing Coordinator
National Junior Honor Society (NJHS) Advisor
Parent Liaison

SKILLS

- Data analysis and visualization
- Leadership with Distant Learning and Summer School Management

**MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
BOARD RESOLUTION
Resolution No. 20240711-05**

WHEREAS, the Board of Directors of Magnolia Public Schools (“MPS”) has authorized the filing of the Magnolia Science Academy-3 (“MSA-3”) charter renewal petition submitted to the Los Angeles County Board of Education (the “County Board”);

WHEREAS, the Board of Directors of Magnolia Public Schools finds it in the best interest of Magnolia Public Schools and in furtherance of its educational and charitable purposes to submit the MSA-3 charter school renewal petition to the County Board.

NOW THEREFORE, BE IT RESOLVED, that MPS approves the MSA-3 charter school renewal petition, for the term of July 1, 2025 through and including June 30, 2030; approves the proposed budget submitted with the MSA-3 renewal charter and all supporting documents; and authorizes submission of the MSA-3 charter renewal petition to the Los Angeles County Board of Education.

PASSED AND ADOPTED by the Board of Directors at a meeting held on July 11, 2024, by the following vote:

Board Member	Vote
Mr. Mekan Muhammedov	Aye
Ms. Sandra Covarrubias	Aye
Dr. Umit Yapanel	Aye
Dr. Salih Dikbas	Absent
Ms. Diane Gonzalez	Absent
Ms. Esra Eldem-Tunc	Aye

AYES: 4

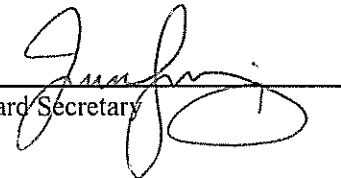
NOS: 0

ABSTENTIONS: 0

ABSENT: 2

By: _____

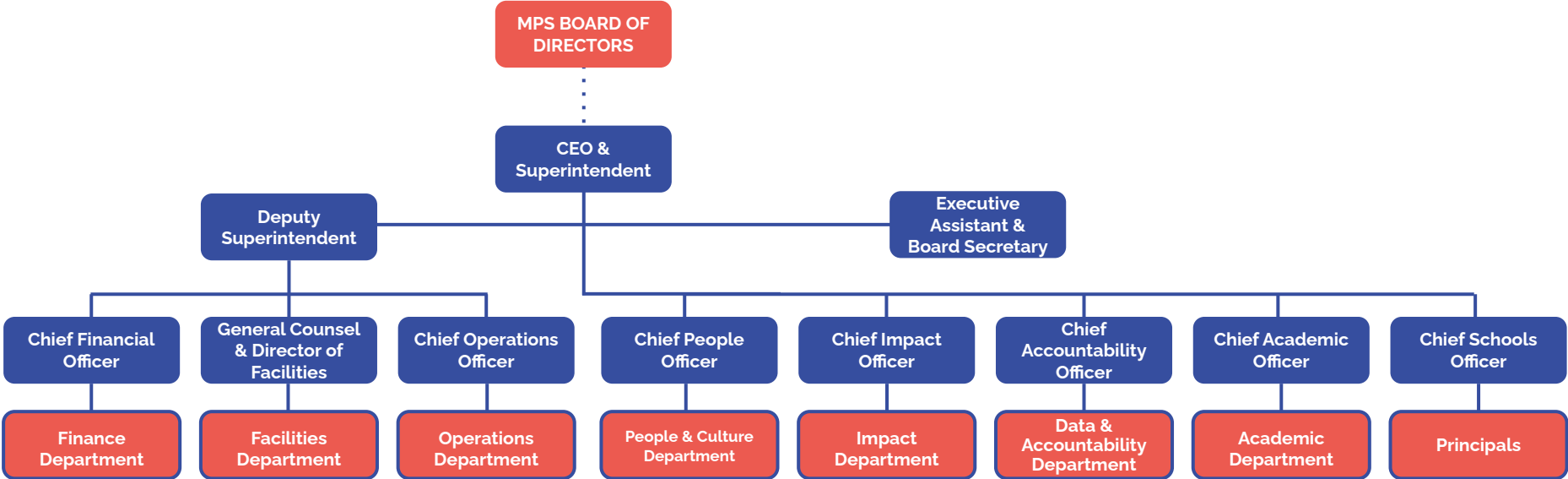
Board Secretary

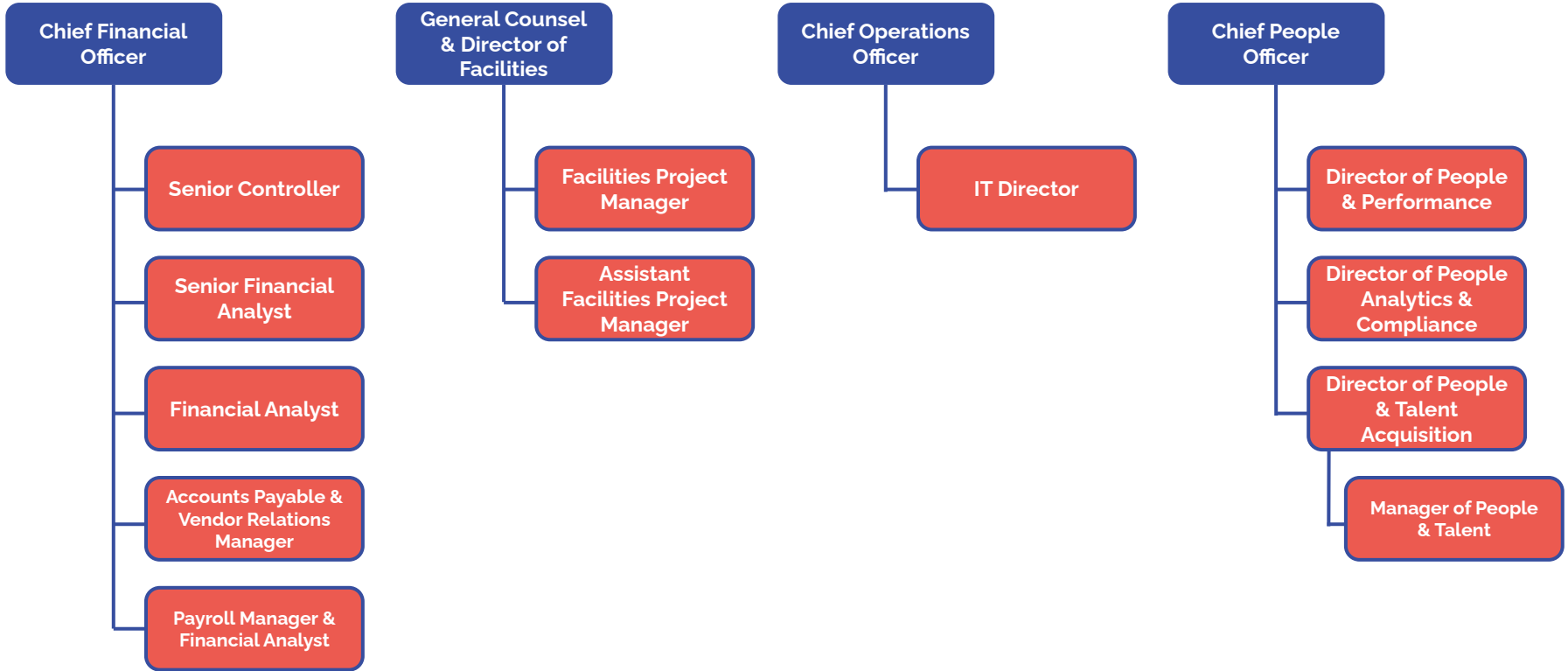


II.1 3-Year Budget Projections

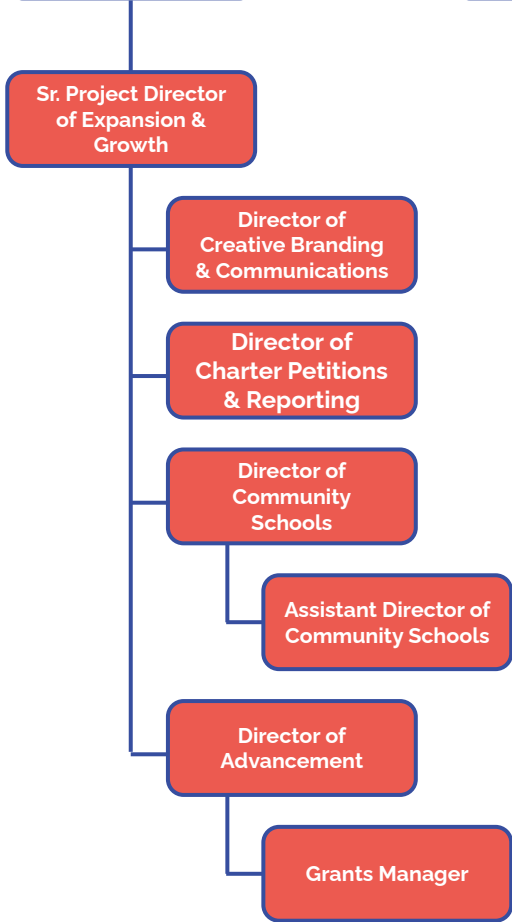
https://drive.google.com/drive/folders/1ZK1pT5i_Wg906Dsk9sKphk4vDGYv7WRK?usp=sharing

MAGNOLIA PUBLIC SCHOOLS ORGANIZATIONAL CHART

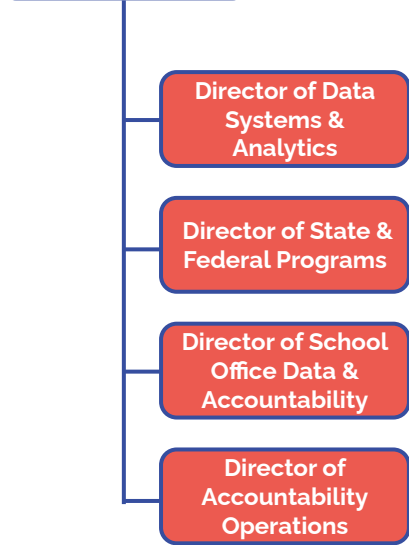




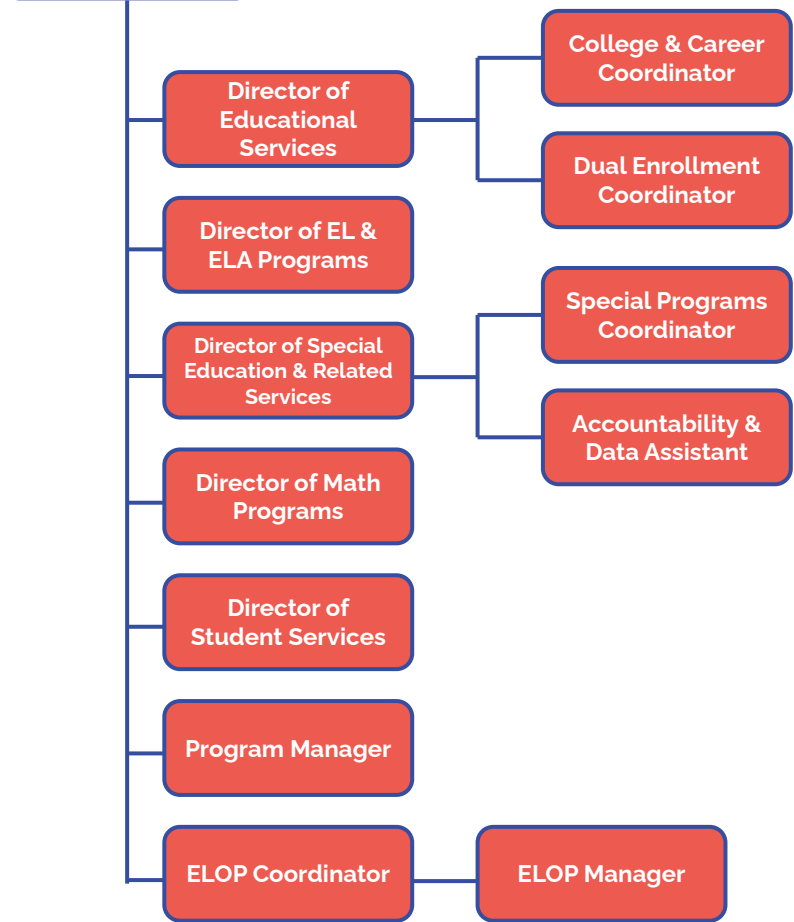
Chief Impact Officer



Chief Accountability Officer



Chief Academic Officer





Consolidated Financial Statements
June 30, 2021 and 2020

Magnolia Educational & Research Foundation

(Operating Magnolia Science Academy #0438,
Magnolia Science Academy 2 #0906,
Magnolia Science Academy 3 #0917,
Magnolia Science Academy 4 #0986,
Magnolia Science Academy 5 #0987,
Magnolia Science Academy 6 #0988,
Magnolia Science Academy 7 #0989,
Magnolia Science Academy Bell #1236,
Magnolia Science Academy Santa Ana #1686, and
Magnolia Science Academy San Diego #0698)



Magnolia Educational & Research Foundation

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June 30, 2021 and 2020

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Independent Auditor's Report

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Magnolia Educational & Research Foundation and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of June 30, 2021, and the related consolidated statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the respective financial position of the Organization, as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information such as the Consolidated Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and other supplementary information on pages 26-50 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements.

The consolidated schedule of expenditures of federal awards and the other supplementary information on pages 26-50 is the responsibility of management, and was derived from, and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidated schedule of expenditures of federal awards and the other accompanying supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the Organization's consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated March 22, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 25, 2022 on our consideration of the Organization’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization’s internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California
January 25, 2022

Magnolia Educational & Research Foundation
Consolidated Statement of Financial Position
June 30, 2021 and 2020

	2021	2020
Assets		
Current assets		
Cash and cash equivalents	\$ 22,858,187	\$ 24,880,403
Accounts receivable	13,703,840	6,470,352
Prepaid expenses	89,418	119,785
Total current assets	36,651,445	31,470,540
Non-current assets		
Security deposit	110,000	-
Restricted cash	2,282,261	2,282,168
Property and equipment, net	52,781,413	52,645,675
Total non-current assets	55,173,674	54,927,843
Total assets	\$ 91,825,119	\$ 86,398,383
Liabilities		
Current liabilities		
Accounts payable	\$ 4,808,664	\$ 8,188,964
Accrued liabilities	498,038	-
Refundable advance	2,562,674	446,653
Refundable advance - Paycheck Protection Program (PPP)	-	5,461,600
Current portion of notes payable	104,583	99,583
Current portion of bonds payable	685,000	655,000
Current portion of revolving loan	237,272	232,597
Total current liabilities	8,896,231	15,084,397
Long-term liabilities		
Notes payable, less current portion	3,883,751	3,986,805
Bonds payable, less current portion and net of unamortized bond issuance costs	27,801,561	28,447,667
Revolving loan, less current portion	7,566,760	7,957,783
Total long-term liabilities	39,252,072	40,392,255
Total liabilities	48,148,303	55,476,652
Net Assets		
Without donor restrictions	43,676,816	30,921,731
Total liabilities and net assets	\$ 91,825,119	\$ 86,398,383

Magnolia Educational & Research Foundation

Consolidated Statement of Activities
Year Ended June 30, 2021 and 2020

	2021	2020
Support and revenues		
Local Control Funding Formula	\$ 41,352,580	\$ 40,431,155
Federal revenue	7,307,706	2,847,974
Other state revenue	9,080,047	6,801,756
PPP loan forgiveness revenue	5,461,600	-
Local revenues	373,024	1,290,510
Interest income	34,748	-
	<u>63,609,705</u>	<u>51,371,395</u>
Expenses		
Program services	33,869,275	32,229,176
Management and general	16,985,345	16,334,191
	<u>50,854,620</u>	<u>48,563,367</u>
Change in Net Assets	<u>12,755,085</u>	<u>2,808,028</u>
Net Assets, Beginning of Year	<u>30,921,731</u>	<u>28,113,703</u>
Net Assets, End of Year	<u>\$ 43,676,816</u>	<u>\$ 30,921,731</u>

Magnolia Educational & Research Foundation
Consolidated Statement of Functional Expenses
Year Ended June 30, 2021

	Program Services	Management and General	Total Expenses
Salaries	\$ 20,159,025	\$ 6,873,144	\$ 27,032,169
Employee benefits	3,129,666	452,805	3,582,471
Payroll taxes	5,527,047	1,341,398	6,868,445
Fees for services	-	2,137,003	2,137,003
Advertising and promotions	-	90,487	90,487
Office expenses	366,417	163,232	529,649
Information technology	261,994	-	261,994
Occupancy	-	2,302,178	2,302,178
Travel	-	7,430	7,430
Conferences and meeting	-	1,289	1,289
Interest	-	2,235,029	2,235,029
Depreciation and amortization	1,923,697	-	1,923,697
Insurance	-	423,720	423,720
Other expenses	517,201	957,630	1,474,831
Capital outlay	367,950	-	367,950
Special education	916,862	-	916,862
Instructional materials	254,802	-	254,802
Nutrition	23,474	-	23,474
District oversight fees	421,140	-	421,140
	<u>\$ 33,869,275</u>	<u>\$ 16,985,345</u>	<u>\$ 50,854,620</u>
Total functional expenses			

Magnolia Educational & Research Foundation

Consolidated Statement of Cash Flows

Year Ended June 30, 2021 and 2020

	2021	2020
Operating Activities		
Change in net assets	\$ 12,755,085	\$ 2,808,028
Adjustments to reconcile change in net assets to net cash from operating activities		
Depreciation expense	1,897,617	1,071,913
Interest expense attributable to the amortization of bond issuance costs	26,080	26,080
PPP loan forgiveness	(5,461,600)	-
Changes in operating assets and liabilities		
Accounts receivable	(7,233,488)	(1,599,152)
Prepaid expenses	30,367	(66,321)
Security deposits	(110,000)	-
Accounts payable	(3,380,300)	2,137,508
Accrued liabilities	498,038	-
Refundable advance	1,964,215	(1,921,197)
Refundable advance - PPP	-	5,461,600
Net Cash from Operating Activities	986,014	7,918,459
Investing Activities		
Purchases of property and equipment	(2,020,541)	(3,226,898)
Financing Activities		
Principal payments on notes	(98,054)	(93,866)
Principal payments on bonds	(655,000)	(620,000)
Principal payments on revolving loan	(234,542)	(228,013)
Net Cash used for Financing Activities	(987,596)	(941,879)
Net Change in Cash, Cash Equivalents, and Restricted Cash	(2,022,123)	3,749,682
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	27,162,571	23,412,889
Cash, Cash Equivalents, and Restricted Cash, End of Year	\$ 25,140,448	\$ 27,162,571
Cash and cash equivalents	\$ 22,858,187	\$ 24,880,403
Cash restricted to Series 2014A and 2017A Bond Reserve Fund	2,282,261	2,282,168
Total Cash, Cash Equivalents, and Restricted Cash	\$ 25,140,448	\$ 27,162,571
Supplemental Cash Flow Disclosure		
Cash paid during the period in interest	\$ 2,235,029	\$ 2,223,875

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Magnolia Educational & Research Foundation (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2021, The organization operated ten charter schools currently serves approximately 3,870 students in grades kindergarten through twelve throughout California. The Organization dedicated to inspiring students to choose career paths in science, technology, engineering, and math (STEM), while providing a robust, standards-based education program within a supportive culture of excellence.

To ensure students have the tools to succeed, the Organization offer the following programs, which are mostly free of charge:

- Academic programs
- Student support programs
- After school programs
- Parent involvement programs

The Organization operate under the approval of the California State Board of Education, Los Angeles Unified School District and San Diego Unified School District. Each school receives public per-pupil funding from the State of California, in addition to grants from various government sources.

Magnolia Science Academy

Charter school number authorized by the State: 0438

Magnolia Science Academy (MSA) is a charter school located in Reseda, California that provides education for grades six through twelve. MSA was created under the approval of the Los Angeles Unified School District and the California State Board of Education and receives public per-pupil funding to help support their operation. Los Angeles County Office of Education approved a new charter agreement in 2016 for a period of five years ending in 2022. MSA is economically dependent on Federal and State funding.

Magnolia Science Academy 2

Charter school number authorized by the State: 0906

Magnolia Science Academy 2 (MSA 2) is a charter school located in Van Nuys, California that provides sixth through twelfth grade education to approximately 464 students. MSA 2 was created under the approval of the Los Angeles Unified School District (LAUSD) and the California State Board of Education and receives public per-pupil funding to help support their operation. Los Angeles County Office of Education approved a new charter agreement in 2018 for a period of five years ending June 30, 2022. MSA 2 is economically dependent on Federal and State funding. Magnolia Public Schools provides a college preparatory educational program emphasizing science, technology, engineering, and math (STEM) in a safe environment that cultivates respect for self and others. Graduates of Magnolia Public Schools are scientific thinkers who contribute to the global community as socially responsible and educated members of society.

Magnolia Science Academy 3

Charter school number authorized by the State: 0917

Magnolia Science Academy 3 (MSA 3) is a charter school located in Carson, California that provides sixth through twelfth grade education to approximately 417 students. MSA 3 was created under the approval of the Los Angeles Unified School District (LAUSD) and the California State Board of Education and receives public per-pupil funding to help support their operation. Los Angeles County Office of Education approved a new charter agreement in 2016 for a period of five years ending June 30, 2022. MSA 3 is economically dependent on Federal and State funding.

Magnolia Science Academy 4

Charter school number authorized by the State: 0986

Magnolia Science Academy 4 (MSA 4) is a charter school located in Los Angeles, California that provides sixth through twelfth grade education to approximately 100 students. MSA 4 was created under the approval of the Los Angeles Unified School District (LAUSD) and the California State Board of Education and receives public per-pupil funding to help support their operation. MSA 4 was granted a five-year extension through June 30, 2023. MSA 4 is economically dependent on Federal and State funding.

Magnolia Science Academy 5

Charter school number authorized by the State: 0987

Magnolia Science Academy 5 (MSA 5), formerly located in Hollywood, now located in Reseda, California provides sixth through ninth grade education to approximately 290 students. MSA 5 was created under the approval of the Los Angeles Unified School District and the California State Board of Education and receives public per-pupil funding to help support their operation. During 2018, MSA 5 was approved for a five -year period ending June 30, 2023 under Los Angeles County Office of Education. MSA 5 is economically dependent on Federal and State funding.

Magnolia Science Academy 6

Charter school number authorized by the State: 0988

Magnolia Science Academy-6 (MSA 6) is a charter school located in Los Angeles, California that provides sixth through eighth grade education to approximately 163 students. The School was created under the approval of the Los Angeles Unified School District (ending June 30, 2024) and the California State Board of Education and receives public per-pupil funding to help support their operation. The School is economically dependent on Federal and State funding.

Magnolia Science Academy 7

Charter school number authorized by the State: 0989

Magnolia Science Academy 7 (MSA 7) is a charter school located in Northridge, California that provides kindergarten through sixth grade education to approximately 294 students. MSA 7 was created under the approval of the Los Angeles Unified School District and the California State Board of Education and receives public per-pupil funding to help support their operation. Los Angeles Unified School District approved the charter on February 26, 2008 and renewed the charter agreement in 2019 for a period of five years ending in 2024. MSA 7 is economically dependent on Federal and State funding.

Magnolia Science Academy Bell

Charter school number authorized by the State: 1236

Magnolia Science Academy-8 (MSA Bell) is a charter school located in Bell, California that provides sixth through eighth grade education to approximately 440 students. MSA Bell was created under the approval of the Los Angeles Unified School District (ending June 30, 2025) and the California State Board of Education and receives public per-pupil funding to help support their operation. MSA Bell is economically dependent on Federal and State funding.

Magnolia Science Academy Santa Ana

Charter school number authorized by the State: 1686

Magnolia Science Academy Santa Ana (MSA Santa Ana), formerly Pacific Technology School Santa Ana, is a charter school located in Santa Ana, California that provides transitional kindergarten through twelfth grade education to approximately 544 students. MSA Santa Ana was created under the approval the California State Board of Education (ending June 30, 2024), and receives public per-pupil funding to help support their operation. MSA Santa Ana is economically dependent on Federal and State funding.

Magnolia Science Academy San Diego

Charter school number authorized by the State: 0698

Magnolia Science Academy San Diego (MSA San Diego), formerly Momentum Middle Charter School, is a charter school located in San Diego, California that provides educational activities for students in grades sixth through eighth serving approximately 441 students. The School offers a rich academic program with elective classes, tutoring, and after school clubs. It was the most improved middle school according to all API scores in the year 2007. The School was created under the approval of the San Diego Unified School District (SDUSD) and the California State Board of Education (ending June 30, 2024), and receives public per-pupil funding to help support their operation. The School is economically dependent on Federal and State funding.

Other Related Entity

Magnolia Properties Management, Inc. (MPM Inc.)

On January 12, 2012, MPM Inc., a separate 501(c)(3) nonprofit public benefit corporation, was formed for the primary purposes to facilitate the development of charter schools. Additional purposes are to lease, to own, manage and operate an educational institution, to provide charter school facilities and operational and other support to charter schools, to assist philanthropists and foundations in accelerating the growth of high quality charter schools, and to provide and otherwise obtain or assist in obtaining charter school financing. MPM Inc. was formed and is operated exclusively for the benefit of, to perform the functions of, and to carry out the purposes of the Organization.

MPM Sherman Way, LLC

The Organization formed the MPM Sherman Way, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Reseda Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Santa Ana, LLC

The Organization formed the MPM Santa Ana, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. MSA Santa Ana makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Santa Ana Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM San Diego, LLC

The Organization formed the MPM San Diego, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA San Diego makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA San Diego Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

Principles of Consolidation

The consolidated financial statements include the accounts of the Organization and the Subsidiaries, of which include MSA, MSA 2, MSA 3, MSA 4, MSA 5, MSA 6, MSA 7, MSA Bell, MSA Santa Ana, MSA San Diego, MPM, Inc., MPM Sherman Way, LLC, MPM Santa Ana, LLC, and MPM San Diego, LLC. All significant intracompany accounts and transactions have been eliminated in consolidation. Unless otherwise noted, these consolidated entities are hereinafter referred to as the Organization.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the Organization's audited consolidated financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Basis of Accounting

The accompanying consolidated financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions. The Governing Board has designated, from net assets without donor restrictions, net assets for an operating reserve.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2021.

Cash and Cash Equivalents

The Organization considers all cash including cash in County Investment Pool and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to bond reserve funds or other long-term purposes are excluded from this definition.

Restricted Cash

Non-current restricted cash in the amount of \$2,282,261 relates to the debt service reserve requirements related to the Charter School Revenue Bonds and is held as non-current to satisfy the long-term obligation.

Receivables and Credit Policies

Accounts receivable consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable accounts receivable based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding accounts receivable as of June 30, 2020 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Intra-Entity Transactions

Intra-entity transactions results from a net cumulative difference between resources provided by the home office account to each charter school and reimbursement for those resources from each charter school to the home office account. Intra-entity transfers include certain costs of shared liabilities and shared assets between the Organization.

Capital Contribution

MSA invested \$161,923 in a capital contribution to the MPM Sherman Way, LLC as an investment for the building improvement located at 18238 Sherman Way in the city of Reseda, CA 91335 for its campus location.

MSA Santa Ana invested \$75,554 in a capital contribution to the MPM Santa Ana, LLC as an investment for the building improvement located at 2840 West 1st Street in the city of Santa Ana, CA 92703 for its campus location.

MSA San Diego invested \$198,191 in a capital contribution to the MPM San Diego, LLC as an investment for the building improvement located at 6525 Estrella Avenue in the city of San Diego, CA 92120 for its campus location.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2021.

Revenue and Revenue Recognition

Revenue is recognized when earned. Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the consolidated statement of financial position. The Organization received cost-reimbursable grants of \$6,984,855 that have not been recognized at June 30, 2021 because qualifying expenditures have not yet been incurred, with an advance payment of \$2,562,674 recognized in the consolidated statement of financial position as a refundable advance.

Contributions of goods are recorded at fair value. Contributions of services are recorded at fair value as revenue at the time the service is rendered when specialized skills are required and when the Organization would otherwise purchase the services. No amounts have been reflected in the accompanying consolidated financial statements for contributed goods or services during the year being reported because items did not meet the definition above. Contributions with donor restrictions received are recorded as increases in net assets with donor restrictions. Net assets with donor restrictions received are recognized as revenue without donor restrictions when the terms of the restrictions are met, which may be in the same period if the revenue is received and the restriction satisfied during the same period. All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor.

The Organization was granted a \$5,461,600 loan under the PPP administered by a Small Business Administration (SBA) approved partner. The loan is uncollateralized and is fully guaranteed by the Federal government. The Organization has elected to account for the funding as a conditional contribution by applying ASC 958-605, *Not-for-Profit – Revenue Recognition*. The Organization initially recorded the loan as a refundable advance and subsequently recognized grant revenue in accordance with guidance for conditional contributions, that is, once the measurable performance or other barrier and right of return of the PPP loan no longer existed. The Organization has recognized \$5,461,600 as PPP loan forgiveness revenue for the year ended June 30, 2021.

Debt Issuance Costs

Debt issuance costs are amortized over the period the related obligation is outstanding using the straight-line method, which is a reasonable approximation of the effective interest method. Debt issuance costs are included within bonds payable in the consolidated statement of financial position. Amortization of debt issuance costs is included in interest expense in the accompanying consolidated financial statements.

Functional Allocation of Expenses

The consolidated financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, payroll taxes, fees for services, office expenses, and other, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Recent Accounting Pronouncements

In February 2016, FASB issued Accounting Standards Update (ASU) 2016-02, *Leases*. ASU 2016-02 requires a lessee to recognize a lease asset representing its right to use the underlying asset for the lease term, and a lease liability for the payments to be made to lessor, on its statement of financial position for all operating leases greater than 12 months. Although the full impact of this update on the Organization’s financial statements has not yet been determined, the future adoption of this guidance will require the Organization to record assets and liabilities on its statement of financial position relating to facility and other leases currently being accounted for as operating leases. The ASU is effective for the Organization for the year ended June 30, 2022. Management is evaluating the impact of the adoption of this standard.

Change in Accounting Principle

As of July 1, 2019, the Organization adopted the provisions of FASB Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, which provides a comprehensive revenue recognition model for all contracts with customers. The new model requires revenue recognition to depict the transfer of promised goods or services to customers at an amount that reflects the consideration expected to be received in exchange for those goods or services. Management has determined that the adoption of this standard did not have a significant impact on the Organization’s financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements by removing, modifying, or adding certain disclosures. ASU 2018-13 is effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The Organization has adopted this ASU as of July 1, 2020. Management has determined that the adoption of this standard did not have a significant impact on the Organization’s financial statements.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2021	2020
Cash and cash equivalents	\$ 22,858,187	\$ 24,880,403
Accounts receivable	13,703,840	6,470,352
Total	\$ 36,562,027	\$ 31,350,755

As part of the Organization’s liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2021 and 2020:

	2021	2020
Land	\$ 2,566,854	\$ 2,566,854
Leasehold improvements	3,469,347	2,360,135
Building	49,271,682	47,628,894
Computer and equipment	5,300,434	3,606,511
Work in progress	990	2,426,372
	60,609,307	58,588,766
Total property and equipment		
Less accumulated depreciation	(7,827,894)	(5,943,091)
Total	\$ 52,781,413	\$ 52,645,675

Note 4 - Notes Payable

Notes payable consist of the following at June 30, 2021:

Note payable, due in monthly installments of \$42,708, principal and interest at 10%, collateralized by the Magnolia Science Academy Santa Ana school facility with a carrying value of \$11,389,575; maturing July 1, 2044.

\$ 3,988,334

Future maturities of notes payable are as follows:

Year Ending June 30,	Principal
2022	\$ 104,583
2023	109,583
2024	114,583
2025	119,583
2026	129,167
Thereafter	3,410,835
Total	\$ 3,988,334

Note 5 - Bonds Payable

Charter School Facilities Revenue Bonds, Series 2014A and 2014B

On June 26, 2014, the Organization issued \$6,020,000 in uncollateralized Charter School Facilities Revenue Bonds. The bonds mature on July 1, 2044, with interest rate ranging from 5.25 to 7.00 percent. Unamortized bonds issuance costs are amortized an effective interest rate of 5.25 percent. Proceeds of the bonds will be used for based on acquisition, construction renovation, improving, and equipping certain educational facilities. The bonds require the Organization to comply with certain financial and non-financial covenants.

\$ 5,490,000

Charter School Facilities Revenue Bonds, Series 2017A

On September 6, 2017, the Organization issued \$25,000,000 in uncollateralized Charter School Facilities Revenue Bonds. The bonds mature on July 1, 2044, with interest rate of 5.25 percent. Unamortized bonds issuance costs are amortized based on an effective interest rate of 5.25 percent. Proceeds of the bonds will be used for based on acquisition, construction renovation, improving, and equipping certain educational facilities. The bonds require the Organization to comply with certain financial and non-financial covenants.

23,930,000

Subtotal outstanding bonds

29,420,000

Bond issuance costs on Charter School Facilities Revenue Bonds,
Series 2014A and 2014B

(307,527)

Bond issuance costs on Charter School Facilities Revenue Bonds,
Series 2017A

(625,912)

Subtotal debt issuance costs on bonds

(933,439)

Total

\$ 28,486,561

Future maturities of bonds payable are as follows:

Year Ending June 30,	Principal
2022	\$ 685,000
2023	720,000
2024	760,000
2025	800,000
2026	845,000
Thereafter	25,610,000
	29,420,000
Less unamortized debt issuance costs	(933,439)
Total	\$ 28,486,561

Note 6 - Revolving Loan

MSA Santa Ana has been approved by the State of California's Charter School Facilities Program (CCSFP) for \$17,413,956 for constructing a new facility, which will cost the same amount. The State will fund 50% of the total amount of \$17,413,956; the State will fund 50% of the total project cost through a loan in the amount of \$8,706,990 and the other 50% through a grant in the amount of \$8,706,978. The loan has an annual interest rate of 3.00% and it matures 30 years after the completion of the project.

The future minimum payments are as follows:

Year Ending June 30,	Principal
2022	\$ 237,272
2023	242,040
2024	246,906
2025	251,869
2026	256,931
Thereafter	6,569,014
Total	\$ 7,804,032

Note 7 - Operating Leases

The Organization entered into a lease agreement with Kajima Development Corporation in which the Organization will occupy for its home office location. The term of this agreement expires on April 30, 2023. Lease expense for the fiscal year ending June 30, 2021 was \$199,785, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

Year Ending June 30,	Lease Payment
2022	\$ 184,600
2023	173,800
Total	\$ 358,400

MSA entered into a lease agreement with MPM Sherman Way, LLC in which the MSA will occupy for its campus location. The term of this agreement expires on July 1, 2044. Lease expense for the fiscal year ending June 30, 2021 was \$1,306,816, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

Year Ending June 30,	Lease Payment
2022	\$ 1,297,584
2023	1,301,956
2024	1,307,132
2025	1,312,540
2026	1,314,576
Thereafter	24,737,565
Total	\$ 31,271,353

MSA 6 entered into a lease agreement with First Lutheran Church of Culver City and Palms, California in which the MSA 6 will occupy for its campus location. The term of this agreement expires on July 31, 2021. Lease expense for the fiscal year ending June 30, 2021 was \$128,350, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

Year Ending June 30,	Lease Payment
2022	\$ 10,750

MSA 7 entered into a lease agreement with First Lutheran Church of Northridge in which the MSA 7 will occupy for its campus location. The term of this agreement expires on June 30, 2022. Lease expense for the fiscal year ending June 30, 2021 was \$295,122, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

Year Ending June 30,	Lease Payment
2022	\$ 281,832

MSA San Diego entered into a lease agreement with MPM San Diego, LLC in which the MSA San Diego will occupy for its campus location. The term of this agreement expires on July 1, 2044. Lease expense for the fiscal year ending June 30, 2021 was \$808,727, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

Year Ending June 30,	Lease Payment
2022	\$ 477,984
2023	481,010
2024	482,064
2025	485,876
2026	486,128
Thereafter	9,349,318
Total	\$ 11,762,380

Note 8 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

The risks of participating in these multi-employer defined benefit pension plans are different from single-employer plans because: (a) assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and State contribution rates are set by the California Legislature, and (c) if the Organization chooses to stop participating in the multi-employer plan, it may be required to pay a withdrawal liability to the plan. The Organization has no plans to withdraw from this multi-employer plan.

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/member-publications>.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2021, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire date	2% at 60	2% at 62
Benefit formula	5 years of service	5 years of service
Benefit vesting schedule	Monthly for life	Monthly for life
Benefit payments	60	62
Retirement age	2.0% - 2.4%	2.0% - 2.4%
Monthly benefits as a percentage of eligible compensation	10.25%	10.205%
Required employee contribution rate	16.15%	16.15%
Required employer contribution rate	10.328%	10.328%
Required state contribution rate		

Contributions

Required member, Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contributions rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2021, are presented above and the Organization's total contributions were \$3,030,616.

California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: <https://www.calpers.ca.gov/page/forms-publications>.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2021, are summarized as follows:

	<u>School Employer Pool (CalPERS)</u>	
	On or before December 31, 2012	On or after January 1, 2013
Hire date		
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	7.00%
Required employer contribution rate	20.700%	20.700%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Organization is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2021, are presented above and the total Organization's contributions were \$839,465.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of \$2,117,645 (10.328% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Note 9 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan in \$5,461,600. In accordance with PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization has been negatively impacted by the effects of the world-wide coronavirus pandemic. The Organization is closely monitoring its operations, liquidity, and capital resources and is actively working to minimize the current and future impact of this unprecedented situation. As of the issuance date of these financial statements, the full impact to the Organization's financial position is not known beyond increased cash flow monitoring due to state apportionment deferrals.

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through January 25, 2022, which is the date the financial statements were issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Assembly Bill 130 approved on July 9, 2021 extends the terms of all charter schools whose terms expire on or between January 1, 2022 and June 30, 2025, inclusive, by two years. No action is required of charter authorizers or charter schools for this extension.



Supplementary Information
June 30, 2021

Magnolia Educational & Research Foundation

Magnolia Educational & Research Foundation
Consolidated Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing/Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Treasury Passed through CDE COVID-19 Coronavirus Relief Fund (CRF)	21.019	25516	\$ 3,613,125
U.S. Department of Education Passed through California Department of Education (CDE) Special Education Cluster Basic Local Assistance	84.027	13379	<u>627,458</u>
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	1,347,391
Title II, Part A, Supporting Effective Instruction	84.367	14341	177,629
Title III, Immigrant Student Program	84.365	15146	2,663
Title III, English Learner Student Program	84.365	14346	<u>81,043</u>
Subtotal			<u>83,706</u>
COVID-19 Governor's Emergency Education Relief (GEER) Fund	84.425C	15517	136,763
COVID-19 Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	783,778
COVID-19 Elementary and Secondary School Emergency Relief (ESSER II) Fund	84.425D	15547	18,609
COVID-19 CARES Act Supplemental Meal Reimbursement	84.425D	15535	<u>2,241</u>
Subtotal			<u>941,391</u>
Title IV, Part A, Student Support and Academic Enrichment State Charter School Facilities Incentive Grant Program	84.424 84.282D	15396 [1]	154,973 <u>291,662</u>
Total U.S. Department of Education			<u>7,237,335</u>
U.S. Department of Health and Human Services Passed through Los Angeles County Office of Education COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	[1]	<u>70,371</u>
Total Federal Financial Assistance			<u><u>\$ 7,307,706</u></u>

[1] Pass-Through Entity Identifying Number not available.

ORGANIZATION

The Organization operates ten schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2021, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Magnolia Science Academy	0438	Los Angeles County Office of Education	June 30, 2022	6 - 12	717
Magnolia Science Academy 2	0906	Los Angeles County Office of Education	June 30, 2022	6 - 12	464
Magnolia Science Academy 3	0917	Los Angeles County Office of Education	June 30, 2022	6 - 12	417
Magnolia Science Academy 4	0986	Los Angeles Unified School District	June 30, 2023	6 - 12	100
Magnolia Science Academy 5	0987	Los Angeles County Office of Education	June 30, 2023	6 - 12	290
Magnolia Science Academy 6	0988	Los Angeles Unified School District	June 30, 2024	6 - 8	163
Magnolia Science Academy 7	0989	Los Angeles Unified School District	June 30, 2024	K - 5	294
Magnolia Science Academy Bell	1236	Los Angeles Unified School District	June 30, 2025	6 - 8	440
Magnolia Science Academy Santa Ana	1686	California Department of Education	June 30, 2024	K - 12	544
Magnolia Science Academy San Diego	0698	San Diego Unified School District	June 30, 2024	6 - 8	441

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Rabbi Haim Beliak	Chair	No Term Limit
Umit Yapanel, Ph.D.	Vice Chair	No Term Limit
Salih Dikbas, Ph.D.	Member	No Term Limit
Sandra Covarrubias	Member	No Term Limit
Diane Gonzalez	Member	No Term Limit
Mekan Muhammedov	Member	No Term Limit

ADMINISTRATION

Alfredo Rubalcava	Chief Executive Officer and Superintendent
Serdar Orazov ¹	Chief Financial Officer
Harun Ciftci ²	Interim Chief Financial Officer

¹ Resigned September 2021

² Started September 2021

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2021

Magnolia Science Academy

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	175	N/A	-	175	Complied
Grade 7	175	N/A	-	175	Complied
Grade 8	175	N/A	-	175	Complied
Grades 9 - 12					
Grade 9	175	N/A	-	175	Complied
Grade 10	175	N/A	-	175	Complied
Grade 11	175	N/A	-	175	Complied
Grade 12	175	N/A	-	175	Complied

Magnolia Science Academy 2

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied
Grades 9 - 12					
Grade 9	180	N/A	-	180	Complied
Grade 10	180	N/A	-	180	Complied
Grade 11	180	N/A	-	180	Complied
Grade 12	180	N/A	-	180	Complied

Magnolia Science Academy 3

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	175	N/A	-	175	Complied
Grade 7	175	N/A	-	175	Complied
Grade 8	175	N/A	-	175	Complied
Grades 9 - 12					
Grade 9	175	N/A	-	175	Complied
Grade 10	175	N/A	-	175	Complied
Grade 11	175	N/A	-	175	Complied
Grade 12	175	N/A	-	175	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2021

Magnolia Science Academy 4

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied
Grades 9 - 12					
Grade 9	180	N/A	-	180	Complied
Grade 10	180	N/A	-	180	Complied
Grade 11	180	N/A	-	180	Complied
Grade 12	180	N/A	-	180	Complied

Magnolia Science Academy 5

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	181	N/A	-	181	Complied
Grade 7	181	N/A	-	181	Complied
Grade 8	181	N/A	-	181	Complied
Grades 9 - 12					
Grade 9	181	N/A	-	181	Complied
Grade 10	181	N/A	-	181	Complied
Grade 11	181	N/A	-	181	Complied
Grade 12	181	N/A	-	181	Complied

Magnolia Science Academy 6

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2021

Magnolia Science Academy 7

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Kindergarten	181	N/A	-	181	Complied
Grades 1 - 3					
Grade 1	181	N/A	-	181	Complied
Grade 2	181	N/A	-	181	Complied
Grade 3	181	N/A	-	181	Complied
Grades 4 - 5					
Grade 4	181	N/A	-	181	Complied
Grade 5	181	N/A	-	181	Complied

Magnolia Science Academy Bell

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied

Magnolia Science Academy Santa Ana

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Kindergarten	180	N/A	-	180	Complied
Grades 1 - 3					
Grade 1	180	N/A	-	180	Complied
Grade 2	180	N/A	-	180	Complied
Grade 3	180	N/A	-	180	Complied
Grades 6 - 8					
Grade 4	180	N/A	-	180	Complied
Grade 5	180	N/A	-	180	Complied
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied
Grades 9 - 12					
Grade 9	180	N/A	-	180	Complied
Grade 10	180	N/A	-	180	Complied
Grade 11	180	N/A	-	180	Complied
Grade 12	180	N/A	-	180	Complied

Magnolia Science Academy San Diego

Grade Level	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Grades 6 - 8					
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied

Magnolia Educational & Research Foundation
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2021

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2021.

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2021 and 2020

	MERF	MSA	MSA 2
Assets			
Current assets			
Cash and cash equivalents	\$ 2,713,961	\$ 2,702,957	\$ 2,270,880
Accounts receivable	808,476	2,867,714	1,608,000
Intra-entity receivable	68,571	550,890	-
Prepaid expenses	17,578	7,354	5,785
Total current assets	<u>3,608,586</u>	<u>6,128,915</u>	<u>3,884,665</u>
Non-current assets			
Security deposit	100,000	-	-
Capital contribution	-	161,923	-
Restricted cash	-	-	-
Property and equipment, net	14,900	3,714,373	249,146
Total non-current assets	<u>114,900</u>	<u>3,876,296</u>	<u>249,146</u>
Total assets	<u>\$ 3,723,486</u>	<u>\$ 10,005,211</u>	<u>\$ 4,133,811</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 240,309	\$ 727,597	\$ 773,249
Accrued liabilities	-	74,286	83,754
Refundable advance	-	359,256	224,384
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	525,146	842,004	10,852
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of revolving loan	-	-	-
Total current liabilities	<u>765,455</u>	<u>2,003,143</u>	<u>1,092,239</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>765,455</u>	<u>2,003,143</u>	<u>1,092,239</u>
Net Assets			
Without donor restrictions	<u>2,958,031</u>	<u>8,002,068</u>	<u>3,041,572</u>
Total liabilities and net assets	<u>\$ 3,723,486</u>	<u>\$ 10,005,211</u>	<u>\$ 4,133,811</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2021 and 2020

	<u>MSA 3</u>	<u>MSA 4</u>	<u>MSA 5</u>
Assets			
Current assets			
Cash and cash equivalents	\$ 1,191,007	\$ 1,137,866	\$ 1,648,188
Accounts receivable	1,596,768	445,377	1,057,849
Intra-entity receivable	3,479	-	801,242
Prepaid expenses	4,958	3,934	330
Total current assets	<u>2,796,212</u>	<u>1,587,177</u>	<u>3,507,609</u>
Non-current assets			
Security deposit	-	-	-
Capital contribution	-	-	-
Restricted cash	-	-	-
Property and equipment, net	178,219	76,947	144,082
Total non-current assets	<u>178,219</u>	<u>76,947</u>	<u>144,082</u>
Total assets	<u>\$ 2,974,431</u>	<u>\$ 1,664,124</u>	<u>\$ 3,651,691</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 495,594	\$ 319,050	\$ 432,564
Accrued liabilities	65,309	19,250	40,959
Refundable advance	223,557	100,725	143,911
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	11,645	3,152	954
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of revolving loan	-	-	-
Total current liabilities	<u>796,105</u>	<u>442,177</u>	<u>618,388</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>796,105</u>	<u>442,177</u>	<u>618,388</u>
Net Assets			
Without donor restrictions	<u>2,178,326</u>	<u>1,221,947</u>	<u>3,033,303</u>
Total liabilities and net assets	<u>\$ 2,974,431</u>	<u>\$ 1,664,124</u>	<u>\$ 3,651,691</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2021 and 2020

	MSA 6	MSA 7	MSA Bell
Assets			
Current assets			
Cash and cash equivalents	\$ 2,037,758	\$ 1,421,162	\$ 3,386,788
Accounts receivable	528,476	941,156	1,329,705
Intra-entity receivable	-	1,691	1,802,179
Prepaid expenses	3,804	29,438	4,424
Total current assets	<u>2,570,038</u>	<u>2,393,447</u>	<u>6,523,096</u>
Non-current assets			
Security deposit	10,000	-	-
Capital contribution	-	-	-
Restricted cash	-	-	-
Property and equipment, net	82,611	498,580	361,073
Total non-current assets	<u>92,611</u>	<u>498,580</u>	<u>361,073</u>
Total assets	<u>\$ 2,662,649</u>	<u>\$ 2,892,027</u>	<u>\$ 6,884,169</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 139,511	\$ 221,391	\$ 450,804
Accrued liabilities	23,936	31,559	66,607
Refundable advance	87,171	136,904	251,666
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	1,487	3,027	2,273
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of revolving loan	-	-	-
Total current liabilities	<u>252,105</u>	<u>392,881</u>	<u>771,350</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>252,105</u>	<u>392,881</u>	<u>771,350</u>
Net Assets			
Without donor restrictions	<u>2,410,544</u>	<u>2,499,146</u>	<u>6,112,819</u>
Total liabilities and net assets	<u>\$ 2,662,649</u>	<u>\$ 2,892,027</u>	<u>\$ 6,884,169</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2021 and 2020

	MSA Santa Ana	MSA San Diego	MPM Inc. / LLC
Assets			
Current assets			
Cash and cash equivalents	\$ 634,784	\$ 1,598,406	\$ 2,114,430
Accounts receivable	2,645,299	683,496	-
Intra-entity receivable	419	270	-
Prepaid expenses	7,014	4,799	-
Total current assets	<u>3,287,516</u>	<u>2,286,971</u>	<u>2,114,430</u>
Non-current assets			
Security deposit	-	-	-
Capital contribution	75,554	198,191	-
Restricted cash	-	-	2,282,261
Property and equipment, net	<u>20,336,365</u>	<u>263,314</u>	<u>26,861,803</u>
Total non-current assets	<u>20,411,919</u>	<u>461,505</u>	<u>29,144,064</u>
Total assets	<u><u>\$ 23,699,435</u></u>	<u><u>\$ 2,748,476</u></u>	<u><u>\$ 31,258,494</u></u>
Liabilities			
Current liabilities			
Accounts payable	\$ 1,314,550	\$ 502,521	\$ -
Accrued liabilities	51,895	40,483	-
Refundable advance	304,836	283,694	446,570
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	1,126,203	701,998	-
Current portion of notes payable	104,583	-	-
Current portion of bonds payable	-	-	685,000
Current portion of revolving loan	<u>237,272</u>	<u>-</u>	<u>-</u>
Total current liabilities	<u>3,139,339</u>	<u>1,528,696</u>	<u>1,131,570</u>
Long-term liabilities			
Notes payable, less current portion	3,883,751	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	27,801,561
Revolving loan, less current portion	<u>7,566,760</u>	<u>-</u>	<u>-</u>
Total long-term liabilities	<u>11,450,511</u>	<u>-</u>	<u>27,801,561</u>
Total liabilities	<u>14,589,850</u>	<u>1,528,696</u>	<u>28,933,131</u>
Net Assets			
Without donor restrictions	<u>9,109,585</u>	<u>1,219,780</u>	<u>2,325,363</u>
Total liabilities and net assets	<u><u>\$ 23,699,435</u></u>	<u><u>\$ 2,748,476</u></u>	<u><u>\$ 31,258,494</u></u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2021 and 2020

	Eliminations	2021 Consolidated	2020 Consolidated
Assets			
Current assets			
Cash and cash equivalents	\$ -	\$ 22,858,187	\$ 24,880,403
Accounts receivable	(808,476)	13,703,840	6,470,352
Intra-entity receivable	(3,228,741)	-	-
Prepaid expenses	-	89,418	119,785
Total current assets	<u>(4,037,217)</u>	<u>36,651,445</u>	<u>31,470,540</u>
Non-current assets			
Security deposit	-	110,000	-
Capital contribution	(435,668)	-	-
Restricted cash	-	2,282,261	2,282,168
Property and equipment, net	-	52,781,413	52,645,675
Total non-current assets	<u>(435,668)</u>	<u>55,173,674</u>	<u>54,927,843</u>
Total assets	<u>\$ (4,472,885)</u>	<u>\$ 91,825,119</u>	<u>\$ 86,398,383</u>
Liabilities			
Current liabilities			
Accounts payable	\$ (808,476)	\$ 4,808,664	\$ 8,188,964
Accrued liabilities	-	498,038	-
Refundable advance	-	2,562,674	446,653
Refundable advance - Paycheck Protection Program (PPP)	-	-	5,461,600
Intra-entity payable	(3,228,741)	-	-
Current portion of notes payable	-	104,583	99,583
Current portion of bonds payable	-	685,000	655,000
Current portion of revolving loan	-	237,272	232,597
Total current liabilities	<u>(4,037,217)</u>	<u>8,896,231</u>	<u>15,084,397</u>
Long-term liabilities			
Notes payable, less current portion	-	3,883,751	3,986,805
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	27,801,561	28,447,667
Revolving loan, less current portion	-	7,566,760	7,957,783
Total long-term liabilities	<u>-</u>	<u>39,252,072</u>	<u>40,392,255</u>
Total liabilities	<u>(4,037,217)</u>	<u>48,148,303</u>	<u>55,476,652</u>
Net Assets			
Without donor restrictions	<u>(435,668)</u>	<u>43,676,816</u>	<u>30,921,731</u>
Total liabilities and net assets	<u>\$ (4,472,885)</u>	<u>\$ 91,825,119</u>	<u>\$ 86,398,383</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2021 and 2020

	Magnolia Educational & Research Foundation	Magnolia Science Academy	Magnolia Science Academy 2
Support and revenues			
Local Control Funding Formula	\$ -	\$ 7,836,133	\$ 4,777,023
Federal revenue	-	1,263,525	940,843
Other state revenue	268,221	2,113,209	756,770
PPP loan forgiveness revenue	534,572	789,701	632,270
Local revenues	5,209,169	197,968	167,669
Interest income	-	2,203	-
Rental income	-	-	-
	<u>6,011,962</u>	<u>12,202,739</u>	<u>7,274,575</u>
Expenses			
Program services	1,378,352	5,486,665	3,724,637
Management and general	3,553,999	4,016,121	2,085,340
	<u>4,932,351</u>	<u>9,502,786</u>	<u>5,809,977</u>
Change in Net Assets before intra-entity transfers	<u>1,079,611</u>	<u>2,699,953</u>	<u>1,464,598</u>
Intra-entity transfers			
Transfer in	152,044	-	-
Transfer out	(228,326)	-	-
Change in Net Assets	<u>1,003,329</u>	<u>2,699,953</u>	<u>1,464,598</u>
Net Assets, Beginning of Year	<u>1,954,702</u>	<u>5,302,115</u>	<u>1,576,974</u>
Net Assets, End of Year	<u>\$ 2,958,031</u>	<u>\$ 8,002,068</u>	<u>\$ 3,041,572</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2021 and 2020

	Magnolia Science Academy 3	Magnolia Science Academy 4	Magnolia Science Academy 5
Support and revenues			
Local Control Funding Formula	\$ 5,042,856	\$ 1,432,188	\$ 3,186,286
Federal revenue	790,803	249,562	565,235
Other state revenue	928,558	260,635	498,346
PPP loan forgiveness revenue	627,597	229,930	349,985
Local revenues	3,018	2,285	1,892
Interest income	-	-	23,553
Rental income	-	-	-
	<u>7,392,832</u>	<u>2,174,600</u>	<u>4,625,297</u>
Total support and revenues			
Expenses			
Program services	3,486,932	1,390,106	2,297,752
Management and general	2,528,289	470,836	1,401,626
	<u>6,015,221</u>	<u>1,860,942</u>	<u>3,699,378</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>1,377,611</u>	<u>313,658</u>	<u>925,919</u>
Intra-entity transfers			
Transfer in	-	-	-
Transfer out	-	-	-
	<u>1,377,611</u>	<u>313,658</u>	<u>925,919</u>
Change in Net Assets			
Net Assets, Beginning of Year	<u>800,715</u>	<u>908,289</u>	<u>2,107,384</u>
Net Assets, End of Year	<u>\$ 2,178,326</u>	<u>\$ 1,221,947</u>	<u>\$ 3,033,303</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2021 and 2020

	Magnolia Science Academy 6	Magnolia Science Academy 7	Magnolia Science Academy Bell
Support and revenues			
Local Control Funding Formula	\$ 1,589,787	\$ 2,997,393	\$ 4,792,000
Federal revenue	304,177	496,114	857,934
Other state revenue	327,974	847,009	907,036
PPP loan forgiveness revenue	193,294	358,254	576,190
Local revenues	-	28,865	4,500
Interest income	-	-	8,992
Rental income	-	-	-
	<u>2,415,232</u>	<u>4,727,635</u>	<u>7,146,652</u>
Expenses			
Program services	1,305,826	2,495,343	3,400,159
Management and general	550,406	1,612,038	2,421,621
	<u>1,856,232</u>	<u>4,107,381</u>	<u>5,821,780</u>
Change in Net Assets before intra-entity transfers	<u>559,000</u>	<u>620,254</u>	<u>1,324,872</u>
Intra-entity transfers			
Transfer in	-	-	-
Transfer out	-	-	-
	<u>559,000</u>	<u>620,254</u>	<u>1,324,872</u>
Change in Net Assets	<u>559,000</u>	<u>620,254</u>	<u>1,324,872</u>
Net Assets, Beginning of Year	<u>1,851,544</u>	<u>1,878,892</u>	<u>4,787,947</u>
Net Assets, End of Year	<u>\$ 2,410,544</u>	<u>\$ 2,499,146</u>	<u>\$ 6,112,819</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2021 and 2020

	Magnolia Science Academy Santa Ana	Magnolia Science Academy Santa Diego	MPM Inc. / LLC
Support and revenues			
Local Control Funding Formula	\$ 5,904,292	\$ 3,794,622	\$ -
Federal revenue	1,434,255	405,258	-
Other state revenue	1,307,445	864,844	-
PPP loan forgiveness revenue	751,656	418,151	-
Local revenues	93,346	55,414	361
Interest income	-	-	-
Rental income	-	-	2,387,317
	<u>9,490,994</u>	<u>5,538,289</u>	<u>2,387,678</u>
Total support and revenues			
Expenses			
Program services	5,149,377	2,976,840	777,286
Management and general	2,850,591	1,633,066	1,640,192
	<u>7,999,968</u>	<u>4,609,906</u>	<u>2,417,478</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>1,491,026</u>	<u>928,383</u>	<u>(29,800)</u>
Intra-entity transfers			
Transfer in	-	-	228,326
Transfer out	-	-	(152,044)
	<u>1,491,026</u>	<u>928,383</u>	<u>46,482</u>
Change in Net Assets			
Net Assets, Beginning of Year	<u>7,618,559</u>	<u>291,397</u>	<u>2,278,881</u>
Net Assets, End of Year	<u>\$ 9,109,585</u>	<u>\$ 1,219,780</u>	<u>\$ 2,325,363</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2021 and 2020

	Eliminations	2021 Consolidated	2020 Consolidated
Support and revenues			
Local Control Funding Formula	\$ -	\$ 41,352,580	\$ 40,431,155
Federal revenue	-	7,307,706	2,847,974
Other state revenue	-	9,080,047	6,801,756
PPP loan forgiveness revenue	-	5,461,600	-
Local revenues	(5,391,463)	373,024	1,290,510
Interest income	-	34,748	-
Rental income	(2,387,317)	-	-
Total support and revenues	<u>(7,778,780)</u>	<u>63,609,705</u>	<u>51,371,395</u>
Expenses			
Program services	-	33,869,275	32,229,176
Management and general	(7,778,780)	16,985,345	16,334,191
Total expenses	<u>(7,778,780)</u>	<u>50,854,620</u>	<u>48,563,367</u>
Change in Net Assets before intra-entity transfers	<u>-</u>	<u>12,755,085</u>	<u>2,808,028</u>
Intra-entity transfers			
Transfer in	(380,370)	-	-
Transfer out	380,370	-	-
Change in Net Assets	<u>-</u>	<u>12,755,085</u>	<u>2,808,028</u>
Net Assets, Beginning of Year	<u>(435,668)</u>	<u>30,921,731</u>	<u>28,113,703</u>
Net Assets, End of Year	<u>\$ (435,668)</u>	<u>\$ 43,676,816</u>	<u>\$ 30,921,731</u>

Magnolia Educational & Research Foundation
 Foundation Only Comparative Statement of Financial Position
 June 30, 2021 and 2020

	2021	2020
Assets		
Current assets		
Cash	\$ 2,713,961	\$ 3,193,616
Accounts receivable	808,476	453,452
Intra-entity receivable	68,571	77,584
Prepaid expenses	17,578	-
Total current assets	3,608,586	3,724,652
Non-current assets		
Security deposit	100,000	-
Property and equipment, net	14,900	15,759
Total non-current assets	114,900	15,759
Total assets	\$ 3,723,486	\$ 3,740,411
Liabilities		
Current liabilities		
Accounts payable	\$ 240,309	\$ 678,278
Refundable advance - Paycheck Protection Program (PPP)	-	534,572
Intra-entity payable	525,146	572,859
Total liabilities	765,455	1,785,709
Net Assets		
Without donor restrictions	2,958,031	1,954,702
Total liabilities and net assets	\$ 3,723,486	\$ 3,740,411

Magnolia Educational & Research Foundation
 Foundation Only Comparative Statement of Activities
 Year Ended June 30, 2021 and 2020

	2021	2020
Support and revenues		
Other state revenue	\$ 268,221	\$ 57,314
PPP loan forgiveness revenue	534,572	-
Local revenues	5,209,169	5,359,493
Total support and revenues	6,011,962	5,416,807
Expenses		
Program services	1,378,352	1,260,005
Management and general	3,553,999	3,599,507
Total expenses	4,932,351	4,859,512
Change in Net Assets before intra-entity transfers	1,079,611	557,295
Intra-entity transfers		
Transfer in	152,044	63,700
Transfer out	(228,326)	(289,954)
Change in Net Assets	1,003,329	331,041
Net Assets, Beginning of Year	1,954,702	1,623,661
Net Assets, End of Year	\$ 2,958,031	\$ 1,954,702

Magnolia Educational & Research Foundation

Debt Covenants

Year Ended June 30, 2021

Debt Service Coverage

Net income	\$ 12,755,085
Depreciation and amortization	1,923,697
Management fees (50%)	2,695,732
Rent	2,126,873
Income Available for Coverage	19,501,387
Debt Service	2,126,873

Debt Service Coverage	9.17
Limit	1.10
Compliance	Yes

Consolidated Days Cash on Hand

Total Expenses	\$ 50,854,620
Depreciation and amortization	1,923,697
Cash Expenses	48,930,923
Expense/Day	134,057
Cash	22,858,187

Days Cash on Hand	171
Limit	45
Compliance	Yes

Magnolia Educational & Research Foundation
Consolidating Schedule of Property and Equipment
Year Ended June 30, 2021

	MERF	MSA	MSA 2	MSA 3	MSA 4	MSA 5	MSA 6
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leasehold improvements	-	3,429,347	-	-	-	-	-
Building	-	226,898	10,061	-	-	-	-
Computer and equipment	134,513	624,785	748,684	460,883	261,362	341,429	257,023
Work in progress	-	990	-	-	-	-	-
Total property and equipment	134,513	4,282,020	758,745	460,883	261,362	341,429	257,023
Less accumulated depreciation	(119,613)	(567,647)	(509,599)	(282,664)	(184,415)	(197,347)	(174,412)
Total	\$ 14,900	\$ 3,714,373	\$ 249,146	\$ 178,219	\$ 76,947	\$ 144,082	\$ 82,611

Magnolia Educational & Research Foundation
Consolidating Schedule of Property and Equipment
Year Ended June 30, 2021

	MSA 7	MSA Bell	MSA Santa Ana	MSA San Diego	MPM Inc. / LLC	2021 Consolidated	2020 Consolidated
Land	\$ -	\$ -	\$ -	\$ -	\$ 2,566,854	\$ 2,566,854	\$ 2,566,854
Leasehold improvements	-	-	40,000	-	-	3,469,347	2,360,135
Building	492,294	-	22,352,893	-	26,189,536	49,271,682	47,628,894
Computer and equipment	183,880	749,401	817,678	720,796	-	5,300,434	3,606,511
Work in progress	-	-	-	-	-	990	2,426,372
Total property and equipment	676,174	749,401	23,210,571	720,796	28,756,390	60,609,307	58,588,766
Less accumulated depreciation	(177,594)	(388,328)	(2,874,206)	(457,482)	(1,894,587)	(7,827,894)	(5,943,091)
Total	\$ 498,580	\$ 361,073	\$ 20,336,365	\$ 263,314	\$ 26,861,803	\$ 52,781,413	\$ 52,645,675

Note 1 - Purpose of Supplementary Schedules

Consolidated Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying consolidated schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2020. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The Organization has not elected to use the ten percent de minimis cost rate.

Local Education Agency Organization Structure

This schedule provides information about the Organization's operations, members of the governing board, and members of the administration.

Schedule of Instructional Time

This schedule presents information on the number of instructional days offered on the traditional calendar and on any multitrack calendars by the Organization and whether the Organization complied with the provisions of Education Code section 47612.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Consolidating Statement of Financial Position and Consolidating Statement of Activities

The consolidating statement of financial position and consolidating statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the consolidating statement of financial position and consolidating statement of activities are for activities between the Organization and related entities.

Foundation Only Comparative Statements

The accompanying foundation only comparative financial statements report the individual program of Magnolia Education & Research Foundation and are presented on the accrual basis of accounting.

Debt Covenants

Some of the Organization's loan agreements are subject to covenant clauses, whereby the Organization is required to meet certain key financial ratios. This schedule provides information related to the debt covenant ratios and related information.

Consolidating Schedule of Property and Equipment

The accompanying consolidating schedule of property and equipment present the comparative balances for Organization and the Subsidiaries property and equipment.



Independent Auditor's Reports
June 30, 2021

**Magnolia Educational &
Research Foundation**



Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Magnolia Educational & Research Foundation and Subsidiaries (the Organization) which comprise the consolidated statement of financial position as of June 30, 2021, and the related consolidated statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 25, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

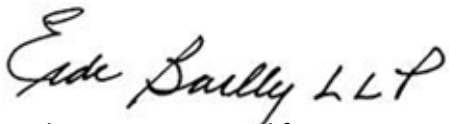
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California
January 25, 2022



Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on Compliance for Each Major Federal Program

We have audited Magnolia Educational & Research Foundation's (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2021. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major Federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Rancho Cucamonga, California

January 25, 2022



Independent Auditor's Report on State Compliance

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on State Compliance

We have audited Magnolia Educational & Research Foundation's (the Organization) compliance with the types of compliance requirements described in the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the state laws and regulations listed in the table below for the year ended June 30, 2021.

Management's Responsibility

Management is responsible for compliance with the state laws and regulations as identified in the table below.

Auditor's Responsibility

Our responsibility is to express an opinion on the Organization's compliance with state laws and regulations based on our audit of the types of compliance requirements referred to below. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements listed below has occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on state compliance. However, our audit does not provide a legal determination of the Organization's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Organization's compliance with laws and regulations applicable to the following items:

	Procedures Performed
LOCAL EDUCATION AGENCIES OTHER THAN CHARTER SCHOOLS (EXCEPT AS STATED IN ATTENDANCE AND DISTANCE LEARNING AND INSTRUCTIONAL TIME)	
Attendance and Distance Learning	Yes
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Instructional Time	Yes
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below
Classroom Teacher Salaries	No, see below
Early Retirement Incentive	No, see below
Gann Limit Calculation	No, see below
School Accountability Report Card	No, see below
K-3 Grade Span Adjustment	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
SCHOOL DISTRICTS, COUNTY OFFICES OF EDUCATION, AND CHARTER SCHOOLS	
California Clean Energy Jobs Act	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Independent Study - Course Based	No, see below
CHARTER SCHOOLS	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No, see below
Determination of Funding for Nonclassroom-Based Instruction	No, see below
Charter School Facility Grant Program	Yes

Programs listed above for “Local Education Agencies Other Than Charter Schools except as stated in Attendance and Distance Learning and Instructional Time” are not applicable to charter schools; therefore, we did not perform any related procedures.

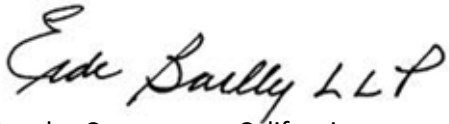
The Organization does not offer an Independent Study - Course Based program; therefore, we did not perform any procedures related to the Independent Study - Course Based Program.

We did not perform procedures for the Nonclassroom-Based Instruction/Independent Study nor for Determination of Funding for Nonclassroom-Based Instruction because the Organization was not classified as nonclassroom-based.

Unmodified Opinion

In our opinion, the Organization complied, in all material respects, with the laws and regulations of the state programs referred to above for the year ended June 30, 2021.

The purpose of this report on state compliance is solely to describe the results of our testing based on the requirements of the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California

January 25, 2022



Schedule of Findings and Questioned Costs
June 30, 2021

Magnolia Educational & Research Foundation

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported

Type of auditor's report issued on compliance for major programs:	Unmodified
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Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a):	No
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Identification of major programs:

Name of Federal Program or Cluster	Federal Financial Assistance Listing/CFDA Number
COVID-19 Coronavirus Relief Fund (CRF)	21.019
COVID-19 Education Stabilization Fund (ESF)	84.425C, 84.425D
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

STATE COMPLIANCE

Type of auditor's report issued on compliance for programs:	Unmodified
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None reported.

None reported.

None Reported.

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statement Findings

2020-001 Code 30000

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned costs

There are no questioned costs identified with the condition note.

Context

An accrual related to accounts receivable, prepaid expenses, accounts payable, and refundable advance were not recorded and accounted for.

Effect

During the course of our engagement, management identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Cause

The timing of the accrual was during a transition period for new management making it difficult to implement this level of internal control to monitor year end accruals.

Repeat Finding (Yes or No)

No

Recommendation

We recommend management and those charged with governance evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Current Status

Implemented.

Federal Awards Findings

None reported.

State Compliance Findings

None reported.



Consolidated Financial Statements
June 30, 2022 and 2021

Magnolia Educational & Research Foundation

(Operating Magnolia Science Academy #0438,
Magnolia Science Academy 2 #0906,
Magnolia Science Academy 3 #0917,
Magnolia Science Academy 4 #0986,
Magnolia Science Academy 5 #0987,
Magnolia Science Academy 6 #0988,
Magnolia Science Academy 7 #0989,
Magnolia Science Academy Bell #1236,
Magnolia Science Academy Santa Ana #1686, and
Magnolia Science Academy San Diego #0698)



Magnolia Educational & Research Foundation

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June 30, 2022 and 2021

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Independent Auditor's Report

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Magnolia Educational & Research Foundation (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Report on Comparative Information

We have previously audited 2021 consolidated financial statements of the Organization, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated January 25, 2022. In our opinion, the comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information such as the consolidated schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and other supplementary information on pages 26-59 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidated schedule of expenditures of federal awards and other supplementary information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2022 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California
December 14, 2022

Magnolia Educational & Research Foundation
Consolidated Statement of Financial Position
June 30, 2022 and 2021

	2022	2021
Assets		
Current assets		
Cash and cash equivalents	\$ 29,396,853	\$ 22,858,187
Receivables	13,717,155	13,703,840
Prepaid expenses	59,413	89,418
Total current assets	43,173,421	36,651,445
Non-current assets		
Security deposit	110,000	110,000
Restricted cash	2,281,161	2,282,261
Property and equipment, net	52,199,330	52,781,413
Total non-current assets	54,590,491	55,173,674
Total assets	\$ 97,763,912	\$ 91,825,119
Liabilities		
Current liabilities		
Accounts payable	\$ 6,235,358	\$ 4,756,639
Accrued compensated absences	637,430	498,038
Interest payable	50,443	52,025
Refundable advance	3,853,442	2,562,674
Current portion of notes payable	109,583	104,583
Current portion of bonds payable	720,000	685,000
Current portion of revolving loan	242,040	237,272
Total current liabilities	11,848,296	8,896,231
Long-term liabilities		
Notes payable, less current portion	3,774,168	3,883,751
Bonds payable, less current portion and net of unamortized bond issuance costs	27,120,454	27,801,561
Revolving loan, less current portion	7,324,420	7,566,760
Total long-term liabilities	38,219,042	39,252,072
Total liabilities	50,067,338	48,148,303
Net Assets		
Without donor restrictions	47,696,574	43,676,816
Total liabilities and net assets	\$ 97,763,912	\$ 91,825,119

Magnolia Educational & Research Foundation

Consolidated Statement of Activities
Year Ended June 30, 2022 and 2021

	2022	2021
Support and Revenues		
Local Control Funding Formula	\$ 42,193,195	\$ 41,352,580
Federal revenue	13,322,665	7,307,706
Other state revenue	9,930,146	9,080,047
PPP loan forgiveness revenue	-	5,461,600
Local revenues	577,511	373,024
Interest income	35,200	34,748
Fundraising revenue	172,999	-
	66,231,716	63,609,705
Expenses		
Program services	44,379,556	33,869,275
Management and general	17,832,402	16,985,345
	62,211,958	50,854,620
Change in Net Assets	4,019,758	12,755,085
Net Assets, Beginning of Year	43,676,816	30,921,731
Net Assets, End of Year	\$ 47,696,574	\$ 43,676,816

Magnolia Educational & Research Foundation
Consolidated Statement of Functional Expenses
Year Ended June 30, 2022

	Program Services	Management and General	Total Expenses
Salaries	\$ 22,385,387	\$ 9,294,958	\$ 31,680,345
Employee benefits	3,993,242	81,649	4,074,891
Payroll taxes	6,362,068	1,735,088	8,097,156
Fees for services	-	3,178,461	3,178,461
Advertising and promotions	-	152,665	152,665
Office expenses	557,061	354,246	911,307
Information technology	250,896	-	250,896
Occupancy	1,958,848	1,601,613	3,560,461
Travel	-	24,686	24,686
Conferences and meeting	-	3,881	3,881
Interest	2,150,089	-	2,150,089
Depreciation and amortization	2,385,186	-	2,385,186
Insurance	-	575,394	575,394
Other expenses	1,114,925	829,761	1,944,686
Capital outlay	973,046	-	973,046
Special education	1,175,883	-	1,175,883
Instructional materials	517,579	-	517,579
Nutrition	154,165	-	154,165
District oversight fees	401,181	-	401,181
	<u>\$ 44,379,556</u>	<u>\$ 17,832,402</u>	<u>\$ 62,211,958</u>
Total functional expenses			

Magnolia Educational & Research Foundation

Consolidated Statement of Cash Flows
Year Ended June 30, 2022 and 2021

	2022	2021
Operating Activities		
Change in net assets	\$ 4,019,758	\$ 12,755,085
Adjustments to reconcile change in net assets to net cash from (used for) operating activities		
Depreciation expense	2,346,293	1,897,617
Interest expense attributable to the amortization of bond issuance costs	38,893	26,080
Changes in operating assets and liabilities		
Receivables	(13,315)	(7,233,488)
Prepaid expenses	30,005	30,367
Security deposits	-	(110,000)
Accounts payable	1,478,722	(3,378,750)
Accrued compensated absences	139,392	498,038
Interest payable	(1,582)	(1,550)
Refundable advance	1,290,768	2,116,021
Refundable advance - PPP	-	(5,461,600)
Net Cash from (used for) Operating Activities	<u>9,328,934</u>	<u>1,137,820</u>
Investing Activities		
Purchases of property and equipment	<u>(1,764,213)</u>	<u>(2,020,541)</u>
Financing Activities		
Principal payments on notes	(104,583)	(98,054)
Principal payments on bonds	(685,000)	(655,000)
Principal payments on revolving loan	<u>(237,572)</u>	<u>(386,348)</u>
Net Cash from (used for) Financing Activities	<u>(1,027,155)</u>	<u>(1,139,402)</u>
Net Change in Cash, Cash Equivalents, and Restricted Cash	6,537,566	(2,022,123)
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>25,140,448</u>	<u>27,162,571</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 31,678,014</u>	<u>\$ 25,140,448</u>
Cash and cash equivalents	\$ 29,396,853	\$ 22,858,187
Cash restricted to Series 2014A and 2017A Bond Reserve Fund	<u>2,281,161</u>	<u>2,282,261</u>
Total Cash, Cash Equivalents, and Restricted Cash	<u>\$ 31,678,014</u>	<u>\$ 25,140,448</u>
Supplemental Cash Flow Disclosure		
Cash paid during the period in interest	<u>\$ 2,151,671</u>	<u>\$ 2,236,579</u>

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Magnolia Educational & Research Foundation (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2022, The organization operated ten charter schools currently serves approximately 3,708 students in grades kindergarten through twelve throughout California. The Organization dedicated to inspiring students to choose career paths in science, technology, engineering, and math (STEM), while providing a robust, standards-based education program within a supportive culture of excellence.

To ensure students have the tools to succeed, the Organization offer the following programs, which are mostly free of charge:

- Academic programs
- Student support programs
- After school programs
- Parent involvement programs

The Organization operate under the approval of the California State Board of Education, Los Angeles County Office of Education, Los Angeles Unified School District and San Diego Unified School District. Each school receives public per-pupil funding from the State of California, in addition to grants from various government sources.

Magnolia Science Academy

Charter school number authorized by the State: 0438

Magnolia Science Academy (MSA) was approved by the State of California Department of Education in 2002, and is located in Reseda, California. MSA opened on September 3, 2002, and currently serves approximately 742 students in grades six through twelve. MSA was granted an extension by Los Angeles County Office of Education through June 30, 2024. MSA receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 2

Charter school number authorized by the State: 0906

Magnolia Science Academy 2 (MSA 2) was approved by the State of California Department of Education in 2007, and is located in Lake Balboa, California. MSA 2 opened on September 5, 2007, and currently serves approximately 504 students in grades six through twelve. MSA 2 was granted an extension by Los Angeles County Office of Education through June 30, 2024. MSA 2 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 3

Charter school number authorized by the State: 0917

Magnolia Science Academy 3 (MSA 3) was approved by the State of California Department of Education in 2007, and is located in Carson, California. MSA 3 opened on September 5, 2007, and currently serves approximately 417 students in grades six through twelve. MSA 3 was granted an extension by Los Angeles County Office of Education through June 30, 2024. MSA 3 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 4

Charter school number authorized by the State: 0986

Magnolia Science Academy 4 (MSA 4) was approved by the State of California Department of Education in 2008, and is located in Los Angeles, California. MSA 4 opened on September 3, 2008, and currently serves approximately 109 students in grades nine through twelve. MSA 4 was granted an extension by Los Angeles Unified School District through June 30, 2025. MSA 4 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 5

Charter school number authorized by the State: 0987

Magnolia Science Academy 5 (MSA 5) was approved by the State of California Department of Education in 2008, and is located in Reseda, California. MSA 5 opened on September 3, 2008, and currently serves approximately 247 students in grades six through twelve. MSA 5 was granted an extension by Los Angeles County Office of Education through June 30, 2025. MSA 5 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 6

Charter school number authorized by the State: 0988

Magnolia Science Academy 6 (MSA 6) was approved by the State of California Department of Education in 2009, and is located in Los Angeles, California. MSA 6 opened on September 9, 2009, and currently serves approximately 83 students in grades six through eight. MSA 6 was granted an extension by Los Angeles Unified School District through June 30, 2026. MSA 6 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 7

Charter school number authorized by the State: 0989

Magnolia Science Academy 7 (MSA 7) was approved by the State of California Department of Education in 2010, and is located in Northridge, California. MSA 7 opened on September 13, 2010, and currently serves approximately 280 students in grades kindergarten through five. MSA 7 was granted an extension by Los Angeles Unified School District through June 30, 2026. MSA 7 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy Bell

Charter school number authorized by the State: 1236

Magnolia Science Academy Bell (MSA Bell) was approved by the State of California Department of Education in 2010, and is located in Bell, California. MSA Bell opened on September 10, 2010, and currently serves approximately 392 students in grades six through eight. MSA Bell was granted an extension by Los Angeles Unified School District through June 30, 2027. MSA Bell receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy Santa Ana

Charter school number authorized by the State: 1686

Magnolia Science Academy Santa Ana (MSA Santa Ana) was approved by the State of California Department of Education in 2014, and is located in Santa Ana, California. MSA Santa Ana opened on August 1, 2014 and currently serves approximately 513 students in grades kindergarten through twelve. MSA Santa Ana was granted an extension by California Department of Education through June 30, 2026. MSA Santa Ana receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy San Diego

Charter school number authorized by the State: 0698

Magnolia Science Academy San Diego (MSA San Diego) was approved by the State of California Department of Education in 2005, and is located in San Diego, California. MSA San Diego opened on September 6, 2005 and currently serves approximately 421 students in grades six through eight. MSA San Diego was granted an extension by San Diego Unified School District through June 30, 2027. MSA San Diego receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Other Related Entity

Magnolia Properties Management, Inc. (MPM Inc.)

On January 12, 2012, MPM Inc., a separate 501(c)(3) nonprofit public benefit corporation, was formed for the primary purposes to facilitate the development of charter schools. Additional purposes are to lease, to own, manage and operate an educational institution, to provide charter school facilities and operational and other support to charter schools, to assist philanthropists and foundations in accelerating the growth of high quality charter schools, and to provide and otherwise obtain or assist in obtaining charter school financing. MPM Inc. was formed and is operated exclusively for the benefit of, to perform the functions of, and to carry out the purposes of the Organization.

MPM Sherman Way, LLC

The Organization formed the MPM Sherman Way, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Reseda Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Santa Ana, LLC

The Organization formed the MPM Santa Ana, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. MSA Santa Ana makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Santa Ana Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM San Diego, LLC

The Organization formed the MPM San Diego, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA San Diego makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA San Diego Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Sherman Winnetka, LLC

The Organization formed the MPM Sherman Winnetka, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

Principles of Consolidation

The consolidated financial statements include the accounts of the Organization and the Subsidiaries, of which include MSA, MSA 2, MSA 3, MSA 4, MSA 5, MSA 6, MSA 7, MSA Bell, MSA Santa Ana, MSA San Diego, MPM, Inc., MPM Sherman Way, LLC, MPM Santa Ana, LLC, and MPM San Diego, LLC. All significant intra-entity accounts and transactions have been eliminated in consolidation. Unless otherwise noted, these consolidated entities are hereinafter referred to as the Organization.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the Organization's audited consolidated financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Basis of Accounting

The accompanying consolidated financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions. The Governing Board has designated, from net assets without donor restrictions, net assets for an operating reserve.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2022.

Cash and Cash Equivalents

The Organization considers all cash including cash in County Investment Pool and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to bond reserve funds or other long-term purposes are excluded from this definition.

Restricted Cash

Non-current restricted cash in the amount of \$2,281,161 relates to the debt service reserve requirements related to the Charter School Revenue Bonds and is held as non-current to satisfy the long-term obligation.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2022 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Intra-Entity Transactions

Intra-entity transactions results from a net cumulative difference between resources provided by the home office account to each charter school and reimbursement for those resources from each charter school to the home office account. Intra-entity transfers include certain costs of shared liabilities and shared assets between the Organization.

Capital Contribution

MSA invested \$161,923 in a capital contribution to the MPM Sherman Way, LLC as an investment for the building improvement located at 18238 Sherman Way in the city of Reseda, CA 91335 for its campus location.

MSA Santa Ana invested \$75,554 in a capital contribution to the MPM Santa Ana, LLC as an investment for the building improvement located at 2840 West 1st Street in the city of Santa Ana, CA 92703 for its campus location.

MSA San Diego invested \$198,191 in a capital contribution to the MPM San Diego, LLC as an investment for the building improvement located at 6525 Estrella Avenue in the city of San Diego, CA 92120 for its campus location.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2022.

Revenue and Revenue Recognition

Revenue is recognized when earned. Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the consolidated statement of financial position. Consequently, at June 30, 2022, conditional contributions approximating \$3,853,442, for which no amounts had been received in advance, have not been recognized in the accompanying consolidated financial statements.

Debt Issuance Costs

Debt issuance costs are amortized over the period the related obligation is outstanding using the straight-line method, which is a reasonable approximation of the effective interest method. Debt issuance costs are included within bonds payable in the consolidated statement of financial position. Amortization of debt issuance costs is included in interest expense in the accompanying consolidated financial statements.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2022.

Functional Allocation of Expenses

The consolidated financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, payroll taxes, office expenses, occupancy, and other expenses, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the consolidated financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Recent Accounting Pronouncements

In February 2016, FASB issued Accounting Standards Update (ASU) 2016-02, *Leases*. ASU 2016-02 requires a lessee to recognize a lease asset representing its right to use the underlying asset for the lease term, and a lease liability for the payments to be made to lessor, on its consolidated statement of financial position for all operating leases greater than 12 months. Although the full impact of this update on the Organization's consolidated financial statements has not yet been determined, the future adoption of this guidance will require the Organization to record assets and liabilities on its consolidated statement of financial position relating to facility and other leases currently being accounted for as operating leases. The ASU is effective for the Organization for the year ended June 30, 2023. Management is evaluating the impact of the adoption of this standard.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2022	2021
Cash and cash equivalents	\$ 29,396,853	\$ 22,858,187
Accounts receivable	13,717,155	13,703,840
Total	<u>\$ 43,114,008</u>	<u>\$ 36,562,027</u>

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2022 and 2021:

	2022	2021
Land	\$ 2,566,854	\$ 2,566,854
Leasehold improvements	3,545,828	3,469,347
Building	49,276,682	49,271,682
Computer and equipment	6,315,230	5,300,434
Work in progress	668,926	990
Total property and equipment	62,373,520	60,609,307
Less accumulated depreciation	<u>(10,174,190)</u>	<u>(7,827,894)</u>
Total	<u>\$ 52,199,330</u>	<u>\$ 52,781,413</u>

Note 4 - Notes Payable

Notes payable consist of the following at June 30, 2022:

Note payable, due in monthly installments of \$42,708, principal and interest at 10%, collateralized by the Magnolia Science Academy Santa Ana school facility with a carrying value of \$11,389,575; maturing July 1, 2044.

\$ 3,883,751

Future maturities of notes payable are as follows:

Year Ending June 30,	Principal
2023	\$ 109,583
2024	114,583
2025	119,583
2026	129,167
2027	134,583
Thereafter	3,276,252
Total	\$ 3,883,751

Note 5 - Bonds Payable**Charter School Facilities Revenue Bonds, Series 2014A and 2014B**

On June 26, 2014, the Organization issued \$6,020,000 in uncollateralized Charter School Facilities Revenue Bonds. The bonds mature on July 1, 2044, with interest rate ranging from 5.25 to 7.00 percent. Unamortized bonds issuance costs are amortized an effective interest rate of 5.25 percent. Proceeds of the bonds will be used for based on acquisition, construction renovation, improving, and equipping certain educational facilities. The bonds require the Organization to comply with certain financial and non-financial covenants.

\$ 5,380,000

Charter School Facilities Revenue Bonds, Series 2017A

On September 6, 2017, the Organization issued \$25,000,000 in uncollateralized Charter School Facilities Revenue Bonds. The bonds mature on July 1, 2044, with interest rate of 5.25 percent. Unamortized bonds issuance costs are amortized based on an effective interest rate of 5.25 percent. Proceeds of the bonds will be used for based on acquisition, construction renovation, improving, and equipping certain educational facilities. The bonds require the Organization to comply with certain financial and non-financial covenants.

23,355,000

Subtotal outstanding bonds

28,735,000

Bond issuance costs on Charter School Facilities Revenue Bonds,
Series 2014A and 2014B

(294,713)

Bond issuance costs on Charter School Facilities Revenue Bonds,
Series 2017A

(899,833)

Subtotal debt issuance costs on bonds

(894,546)

Total

\$ 27,840,454

Future maturities of bonds payable are as follows:

Year Ending June 30,	Principal
2023	\$ 720,000
2024	760,000
2025	800,000
2026	845,000
2027	890,000
Thereafter	24,720,000
	28,735,000
Less unamortized debt issuance costs	(894,546)
Total	\$ 27,840,454

Note 6 - Revolving Loan

MSA Santa Ana has been approved by the State of California’s Charter School Facilities Program (CCSFP) for \$17,413,956 for constructing a new facility, which will cost the same amount. The State will fund 50% of the total amount of \$17,413,956; the State will fund 50% of the total project cost through a loan in the amount of \$8,706,990 and the other 50% through a grant in the amount of \$8,706,978. The loan has an annual interest rate of 3.00% and it matures 30 years after the completion of the project.

The future minimum payments are as follows:

Year Ending June 30,	Principal
2023	\$ 242,040
2024	246,906
2025	251,869
2026	256,931
2027	262,096
Thereafter	6,306,618
Total	\$ 7,566,460

Note 7 - Operating Leases

The Organization entered into a lease agreement with Kajima Development Corporation in which the Organization will occupy for its home office location. The term of this agreement expires on April 30, 2023. Lease expense for the fiscal year ending June 30, 2022 was \$212,360, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

Year Ending June 30,	Lease Payment
2023	\$ 173,800

MSA entered into a lease agreement with MPM Sherman Way, LLC in which the MSA will occupy for its campus location. The term of this agreement expires on July 1, 2044. Lease expense for the fiscal year ending June 30, 2022 was \$1,309,718, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

Year Ending June 30,	Lease Payment
2023	\$ 1,301,956
2024	1,307,132
2025	1,312,540
2026	1,314,576
2027	1,316,546
Thereafter	23,421,019
Total	\$ 29,973,769

MSA San Diego entered into a lease agreement with MPM San Diego, LLC in which the MSA San Diego will occupy for its campus location. The term of this agreement expires on July 1, 2044. Lease expense for the fiscal year ending June 30, 2022 was \$649,130, which is included in occupancy in the statement of functional expenses.

Future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Lease Payment</u>
2023	\$ 481,010
2024	482,064
2025	485,876
2026	486,128
2027	489,046
Thereafter	<u>8,860,272</u>
Total	<u>\$ 11,284,396</u>

Note 8 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

The risks of participating in these multi-employer defined benefit pension plans are different from single-employer plans because: (a) assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and State contribution rates are set by the California Legislature, and (c) if the Organization chooses to stop participating in the multi-employer plan, it may be required to pay a withdrawal liability to the plan. The Organization has no plans to withdraw from this multi-employer plan.

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2020, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/member-publications>.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2022, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire date		
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	16.92%	16.92%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contributions rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2022, are presented above and the Organization's total contributions were \$3,480,813.

California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2020, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at:
<https://www.calpers.ca.gov/page/forms-publications>.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2022, are summarized as follows:

	School Employer Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire date	2% at 55	2% at 62
Benefit formula	5 years of service	5 years of service
Benefit vesting schedule	Monthly for life	Monthly for life
Benefit payments	55	62
Retirement age	1.1% - 2.5%	1.0% - 2.5%
Monthly benefits as a percentage of eligible compensation	7.00%	7.00%
Required employee contribution rate	22.91%	22.91%
Required employer contribution rate		

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Organization is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2022, are presented above and the total Organization's contributions were \$1,145,131.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of \$2,369,991 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) are covered by social security or an alternative plan. The Organization has elected to use the social security as its alternative plan.

Note 9 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of \$5,461,600. In accordance with PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through December 14, 2022, which is the date the financial statements were issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Subsequent to the year-end, the Organization borrowed \$24,000,000 in note payable from CLI Capital, a Texas real estate investment trust. Beginning September 1, 2024, the note payable, due in monthly installments, principal and interest at 7.75%, maturing June 1, 2027. The proceeds from the note payable will be used to finance the costs of the acquisition, development, and construction of the 7111 Winnetka Avenue property.



Supplementary Information
June 30, 2022

Magnolia Educational & Research Foundation

Magnolia Educational & Research Foundation
Consolidated Schedule of Expenditures of Federal Awards
Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Agriculture Passed Through California Department of Education (CDE) COVID-19: Pandemic EBT Local Administrative Grant	10.649	15644	\$ 5,526
Total U.S. Department of Agriculture			<u>5,526</u>
U.S. Federal Communications Commission COVID-19: Emergency Connectivity Funds	32.009	[1]	<u>1,116,552</u>
Total U.S. Federal Communications Commission			<u>1,116,552</u>
U.S. Department of Education Passed Through CDE Title I Grants to Local Educational Agencies	84.010	14329	<u>1,342,841</u>
Special Education Cluster (IDEA) Special Education Grants to States - Basic Local Assistance	84.027	13379	<u>624,873</u>
Total Special Education Cluster (IDEA)			<u>624,873</u>
State Charter School Facilities Incentive Grant Program	84.282	15385	249,996
English Language Acquisition State Grants - LEP	84.365	14346	93,517
Supporting Effective Instruction State Grants - Teacher Quality	84.367	14341	171,935
Student Support and Academic Enrichment Program	84.424	15396	123,074

Magnolia Educational & Research Foundation
 Consolidated Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
COVID-19: Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	\$ 328,355
COVID-19: Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	3,696,758
COVID-19: ARP Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Learning Loss	84.425U	10155	79,558
COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425D	15559	4,177,019
COVID-19: Elementary and Secondary School Emergency Relief II (ESSER II) Fund: State Reserve	84.425D	15618	432,631
COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund: State Reserve, Emergency Needs	84.425D	15620	174,442
COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund: State Reserve, Learning Loss	84.425D	15621	170,534
COVID-19: Governor’s Emergency Education Relief (GEER) Fund	84.425C	15517	128,203
COVID-19: Governor’s Emergency Education Relief II (GEER II) Fund, State Reserve, Emergency Needs	84.425C	15619	<u>99,292</u>
Subtotal			<u>9,286,792</u>
Total U.S. Department of Education			<u>11,893,028</u>

Magnolia Educational & Research Foundation
 Consolidated Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services Passed Through California Department of Health and Human Services Child Care and Development Fund Cluster COVID-19: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	[1]	\$ 307,559
Total U.S. Department of Health and Human Services			307,559
Total Federal Financial Assistance			\$ 13,322,665

[1] Pass through entity identifying number not available

ORGANIZATION

The Organization operates ten schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2022, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Magnolia Science Academy	0438	Los Angeles County Office of Education	June 30, 2024	6 - 12	742
Magnolia Science Academy 2	0906	Los Angeles County Office of Education	June 30, 2024	6 - 12	504
Magnolia Science Academy 3	0917	Los Angeles County Office of Education	June 30, 2024	6 - 12	417
Magnolia Science Academy 4	0986	Los Angeles Unified School District	June 30, 2025	9 - 12	109
Magnolia Science Academy 5	0987	Los Angeles County Office of Education	June 30, 2025	6 - 12	247
Magnolia Science Academy 6	0988	Los Angeles Unified School District	June 30, 2026	6 - 8	83
Magnolia Science Academy 7	0989	Los Angeles Unified School District	June 30, 2026	K - 5	280
Magnolia Science Academy Bell	1236	Los Angeles Unified School District	June 30, 2027	6 - 8	392
Magnolia Science Academy Santa Ana	1686	California Department of Education	June 30, 2026	K - 12	513
Magnolia Science Academy San Diego	0698	San Diego Unified School District	June 30, 2027	6 - 8	421

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Mekan Muhammedov	Chair	No Term Limit
Sandra Covarrubias	Vice Chair	No Term Limit
Umit Yapanel, Ph.D.	Member	No Term Limit
Salih Dikbas, Ph.D.	Member	No Term Limit
Diane Gonzalez	Member	No Term Limit
Daniel Sheehan	Member	No Term Limit
Esra Eldem-Tunc	Member	No Term Limit

ADMINISTRATION

Alfredo Rubalcava	Chief Executive Officer and Superintendent
Steve Budhreja	Chief Financial Officer

Magnolia Educational & Research Foundation
 Schedule of Average Daily Attendance
 Year Ended June 30, 2022

Magnolia Science Academy

	<u>Second Period Report 35B24167</u>	<u>Annual Report 62D53F93</u>
Regular ADA		
Sixth	104.13	103.80
Seventh and eighth	218.71	218.65
Ninth through twelfth	347.59	346.69
Total Regular ADA	670.43	669.14
Classroom Based ADA		
Sixth	102.27	102.04
Seventh and eighth	213.28	213.36
Ninth through twelfth	334.56	333.79
Total Classroom Based ADA	650.11	649.19

Magnolia Science Academy 2

	<u>Second Period Report 509888B1</u>	<u>Annual Report 92C8C8E</u>
Regular ADA		
Sixth	79.63	79.91
Seventh and eighth	186.35	186.05
Ninth through twelfth	196.24	195.72
Total Regular ADA	462.22	461.68
Classroom Based ADA		
Sixth	74.99	75.86
Seventh and eighth	180.16	180.12
Ninth through twelfth	185.10	185.82
Total Classroom Based ADA	440.25	441.80

Magnolia Educational & Research Foundation
 Schedule of Average Daily Attendance
 Year Ended June 30, 2022

Magnolia Science Academy 3

	<u>Second Period Report 3A79F231</u>	<u>Annual Report 7BAFC0B4</u>
Regular ADA		
Sixth	55.74	55.86
Seventh and eighth	94.46	94.40
Ninth through twelfth	<u>204.46</u>	<u>203.78</u>
Total Regular ADA	<u><u>354.66</u></u>	<u><u>354.04</u></u>
Classroom Based ADA		
Sixth	51.59	52.16
Seventh and eighth	87.83	88.38
Ninth through twelfth	<u>170.47</u>	<u>171.16</u>
Total Classroom Based ADA	<u><u>309.89</u></u>	<u><u>311.70</u></u>

Magnolia Science Academy 4

	<u>Second Period Report B2C1CD15</u>	<u>Annual Report 99B38529</u>
Regular ADA		
Ninth through twelfth	<u>95.36</u>	<u>95.02</u>
Classroom Based ADA		
Ninth through twelfth	<u><u>81.20</u></u>	<u><u>80.55</u></u>

Magnolia Educational & Research Foundation
 Schedule of Average Daily Attendance
 Year Ended June 30, 2022

Magnolia Science Academy 5

	<u>Second Period Report 934B913B</u>	<u>Annual Report 1E8B9491</u>
Regular ADA		
Sixth	26.39	26.09
Seventh and eighth	89.15	89.20
Ninth through twelfth	<u>104.54</u>	<u>104.31</u>
Total Regular ADA	<u><u>220.08</u></u>	<u><u>219.60</u></u>
Classroom Based ADA		
Sixth	25.96	25.54
Seventh and eighth	88.01	88.15
Ninth through twelfth	<u>99.51</u>	<u>99.34</u>
Total Classroom Based ADA	<u><u>213.48</u></u>	<u><u>213.03</u></u>

Magnolia Science Academy 6

	<u>Second Period Report D513C6D3</u>	<u>Annual Report A380FC89</u>
Regular ADA		
Sixth	15.85	15.98
Seventh and eighth	<u>61.10</u>	<u>61.63</u>
Total Regular ADA	<u><u>76.95</u></u>	<u><u>77.61</u></u>
Classroom Based ADA		
Sixth	15.79	15.93
Seventh and eighth	<u>59.52</u>	<u>60.17</u>
Total Classroom Based ADA	<u><u>75.31</u></u>	<u><u>76.10</u></u>

Magnolia Educational & Research Foundation
Schedule of Average Daily Attendance
Year Ended June 30, 2022

Magnolia Science Academy 7

	<u>Second Period Report E5EC82D1</u>	<u>Annual Report 45423923</u>
Regular ADA		
Transitional kindergarten through third	167.86	166.95
Fourth through fifth	88.10	87.70
Total regular ADA	255.96	254.65
Classroom Based ADA		
Transitional kindergarten through third	162.93	162.20
Fourth through fifth	84.94	84.58
Total classroom based ADA	247.87	246.78

Magnolia Science Academy Bell

	<u>Second Period Report 8A73F277</u>	<u>Annual Report DD1E1A73</u>
Regular ADA		
Sixth	90.31	90.74
Seventh and eighth	265.55	264.92
Total Regular ADA	355.86	355.66
Classroom Based ADA		
Sixth	84.86	90.74
Seventh and eighth	241.45	264.92
Total Classroom Based ADA	326.31	355.66

Magnolia Educational & Research Foundation
 Schedule of Average Daily Attendance
 Year Ended June 30, 2022

Magnolia Science Academy Santa Ana

	<u>Second Period Report 911F7D6E</u>	<u>Annual Report 2A62C768</u>
Regular ADA		
Transitional kindergarten through third	123.06	122.65
Fourth through sixth	106.57	106.19
Seventh and eighth	98.24	97.97
Ninth through twelfth	154.88	153.33
Total Regular ADA	482.75	480.14
Classroom Based ADA		
Transitional kindergarten through third	119.55	119.33
Fourth through sixth	103.94	103.95
Seventh and eighth	96.90	96.65
Ninth through twelfth	148.30	146.67
Total Classroom Based ADA	468.69	466.60

Magnolia Science Academy San Diego

	<u>Second Period Report 27077694</u>	<u>Annual Report 9DD49827</u>
Regular ADA		
Sixth	127.13	124.10
Seventh and eighth	264.98	259.51
Total Regular ADA	392.11	383.61
Classroom Based ADA		
Sixth	127.13	124.10
Seventh and eighth	264.98	259.51
Total Classroom Based ADA	392.11	383.61

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2022

Magnolia Science Academy

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		66,564	-	66,564	185	-	-	185	Complied
Grade 7		66,564	-	66,564	185	-	-	185	Complied
Grade 8		66,564	-	66,564	185	-	-	185	Complied
Grades 9 - 12	64,800								
Grade 9		66,564	-	66,564	185	-	-	185	Complied
Grade 10		66,564	-	66,564	185	-	-	185	Complied
Grade 11		66,564	-	66,564	185	-	-	185	Complied
Grade 12		66,564	-	66,564	185	-	-	185	Complied

Magnolia Science Academy 2

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		64,860	-	64,860	184	-	-	184	Complied
Grade 7		64,860	-	64,860	184	-	-	184	Complied
Grade 8		64,860	-	64,860	184	-	-	184	Complied
Grades 9 - 12	64,800								
Grade 9		64,860	-	64,860	184	-	-	184	Complied
Grade 10		64,860	-	64,860	184	-	-	184	Complied
Grade 11		64,860	-	64,860	184	-	-	184	Complied
Grade 12		64,860	-	64,860	184	-	-	184	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2022

Magnolia Science Academy 3

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		67,870	-	67,870	185	-	-	185	Complied
Grade 7		67,870	-	67,870	185	-	-	185	Complied
Grade 8		67,870	-	67,870	185	-	-	185	Complied
Grades 9 - 12	64,800								
Grade 9		67,870	-	67,870	185	-	-	185	Complied
Grade 10		67,870	-	67,870	185	-	-	185	Complied
Grade 11		67,870	-	67,870	185	-	-	185	Complied
Grade 12		67,870	-	67,870	185	-	-	185	Complied

Magnolia Science Academy 4

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 9 - 12	64,800								
Grade 9		64,800	-	64,800	184	-	-	184	Complied
Grade 10		64,800	-	64,800	184	-	-	184	Complied
Grade 11		64,800	-	64,800	184	-	-	184	Complied
Grade 12		64,800	-	64,800	184	-	-	184	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2022

Magnolia Science Academy 5

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		65,100	-	65,100	185	-	-	185	Complied
Grade 7		65,100	-	65,100	185	-	-	185	Complied
Grade 8		65,100	-	65,100	185	-	-	185	Complied
Grades 9 - 12	64,800								
Grade 9		65,100	-	65,100	185	-	-	185	Complied
Grade 10		65,100	-	65,100	185	-	-	185	Complied
Grade 11		65,100	-	65,100	185	-	-	185	Complied
Grade 12		65,100	-	65,100	185	-	-	185	Complied

Magnolia Science Academy 6

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		57,225	-	57,225	184	-	-	184	Complied
Grade 7		57,225	-	57,225	184	-	-	184	Complied
Grade 8		57,225	-	57,225	184	-	-	184	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2022

Magnolia Science Academy 7

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Kindergarten	36,000	57,810	-	57,810	185	-	-	185	Complied
Grades 1 - 3	50,400								
Grade 1		57,810	-	57,810	185	-	-	185	Complied
Grade 2		57,810	-	57,810	185	-	-	185	Complied
Grade 3		57,810	-	57,810	185	-	-	185	Complied
Grades 4 - 5	54,000								
Grade 4		57,810	-	57,810	185	-	-	185	Complied
Grade 5		57,810	-	57,810	185	-	-	185	Complied

Magnolia Science Academy Bell

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		61,195	-	61,195	185	-	-	185	Complied
Grade 7		61,195	-	61,195	185	-	-	185	Complied
Grade 8		61,195	-	61,195	185	-	-	185	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2022

Magnolia Science Academy Santa Ana

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Kindergarten	36,000	61,345	-	61,345	180	-	-	180	Complied
Grades 1 - 3	50,400								
Grade 1		61,345	-	61,345	180	-	-	180	Complied
Grade 2		61,345	-	61,345	180	-	-	180	Complied
Grade 3		61,345	-	61,345	180	-	-	180	Complied
Grades 6 - 8	54,000								
Grade 4		61,345	-	61,345	180	-	-	180	Complied
Grade 5		61,345	-	61,345	180	-	-	180	Complied
Grade 6		70,462	-	70,462	180	-	-	180	Complied
Grade 7		70,462	-	70,462	180	-	-	180	Complied
Grade 8		70,462	-	70,462	180	-	-	180	Complied
Grades 9 - 12	64,800								
Grade 9		70,462	-	70,462	180	-	-	180	Complied
Grade 10		70,462	-	70,462	180	-	-	180	Complied
Grade 11		70,462	-	70,462	180	-	-	180	Complied
Grade 12		70,462	-	70,462	180	-	-	180	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2022

Magnolia Science Academy San Diego

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		60,847	-	60,847	180	-	-	180	Complied
Grade 7		60,847	-	60,847	180	-	-	180	Complied
Grade 8		60,847	-	60,847	180	-	-	180	Complied

Magnolia Educational & Research Foundation
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2022

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	<u>MSA</u>	<u>MSA 2</u>	<u>MSA 3</u>	<u>MSA 4</u>	<u>MSA 5</u>
Net Assets					
Balance, June 30, 2022, Unaudited Actuals	\$ 8,997,268	\$ 3,510,735	\$ 2,191,291	\$ 1,267,472	\$ 3,511,630
Increase in Receivables	<u>531,208</u>	<u>294,307</u>	<u>455,303</u>	<u>81,544</u>	<u>182,972</u>
Balance, June 30, 2022, Audited Financial Statements	<u><u>\$ 9,528,476</u></u>	<u><u>\$ 3,805,042</u></u>	<u><u>\$ 2,646,594</u></u>	<u><u>\$ 1,349,016</u></u>	<u><u>\$ 3,694,602</u></u>
	<u>MSA 6</u>	<u>MSA 7</u>	<u>MSA Bell</u>	<u>MSA Santa Ana</u>	<u>MSA San Diego</u>
Net Assets					
Balance, June 30, 2022, Unaudited Actuals	\$ 2,417,956	\$ 2,503,949	\$ 6,211,609	\$ 9,343,756	\$ 1,299,479
Increase in Receivables	<u>22,165</u>	<u>110,699</u>	<u>221,235</u>	<u>169,794</u>	<u>69,631</u>
Balance, June 30, 2022, Audited Financial Statements	<u><u>\$ 2,440,121</u></u>	<u><u>\$ 2,614,648</u></u>	<u><u>\$ 6,432,844</u></u>	<u><u>\$ 9,513,550</u></u>	<u><u>\$ 1,369,110</u></u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2022 and 2021

	MERF	MSA	MSA 2
Assets			
Current assets			
Cash and cash equivalents	\$ 3,494,526	\$ 4,691,999	\$ 3,159,968
Receivables	-	2,575,616	1,569,512
Intra-entity receivable	734,106	685,023	133,999
Prepaid expenses	18,355	5,244	1,635
Total current assets	<u>4,246,987</u>	<u>7,957,882</u>	<u>4,865,114</u>
Non-current assets			
Security deposit	100,000	-	-
Capital contribution	-	161,923	-
Restricted cash	-	-	-
Property and equipment, net	14,041	3,921,065	293,058
Total non-current assets	<u>114,041</u>	<u>4,082,988</u>	<u>293,058</u>
Total assets	<u>\$ 4,361,028</u>	<u>\$ 12,040,870</u>	<u>\$ 5,158,172</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 404,868	\$ 1,073,527	\$ 751,807
Accrued compensated absences	-	84,711	104,343
Interest payable	-	-	-
Refundable advance	-	632,304	427,830
Refundable advance	-	-	-
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	1,565,297	721,852	69,150
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of revolving loan	-	-	-
Total current liabilities	<u>1,970,165</u>	<u>2,512,394</u>	<u>1,353,130</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>1,970,165</u>	<u>2,512,394</u>	<u>1,353,130</u>
Net Assets			
Without donor restrictions	<u>2,390,863</u>	<u>9,528,476</u>	<u>3,805,042</u>
Total liabilities and net assets	<u>\$ 4,361,028</u>	<u>\$ 12,040,870</u>	<u>\$ 5,158,172</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2022 and 2021

	<u>MSA 3</u>	<u>MSA 4</u>	<u>MSA 5</u>
Assets			
Current assets			
Cash and cash equivalents	\$ 1,037,387	\$ 1,105,035	\$ 2,309,363
Receivables	2,372,118	626,975	832,022
Intra-entity receivable	142,754	58,001	848,204
Prepaid expenses	808	644	2,874
Total current assets	<u>3,553,067</u>	<u>1,790,655</u>	<u>3,992,463</u>
Non-current assets			
Security deposit	-	-	-
Capital contribution	-	-	-
Restricted cash	-	-	-
Property and equipment, net	252,602	84,691	537,985
Total non-current assets	<u>252,602</u>	<u>84,691</u>	<u>537,985</u>
Total assets	<u>\$ 3,805,669</u>	<u>\$ 1,875,346</u>	<u>\$ 4,530,448</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 796,455	\$ 365,475	\$ 471,318
Accrued compensated absences	126,178	36,273	36,204
Interest payable	-	-	-
Refundable advance	211,700	119,141	313,603
Refundable advance	-	-	-
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	24,742	5,441	14,721
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of revolving loan	-	-	-
Total current liabilities	<u>1,159,075</u>	<u>526,330</u>	<u>835,846</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>1,159,075</u>	<u>526,330</u>	<u>835,846</u>
Net Assets			
Without donor restrictions	<u>2,646,594</u>	<u>1,349,016</u>	<u>3,694,602</u>
Total liabilities and net assets	<u>\$ 3,805,669</u>	<u>\$ 1,875,346</u>	<u>\$ 4,530,448</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2022 and 2021

	MSA 6	MSA 7	MSA Bell
Assets			
Current assets			
Cash and cash equivalents	\$ 2,434,523	\$ 1,783,300	\$ 3,937,972
Receivables	399,844	1,043,304	1,594,157
Intra-entity receivable	23,610	35,474	1,497,727
Prepaid expenses	521	26,215	274
Total current assets	<u>2,858,498</u>	<u>2,888,293</u>	<u>7,030,130</u>
Non-current assets			
Security deposit	10,000	-	-
Capital contribution	-	-	-
Restricted cash	-	-	-
Property and equipment, net	54,069	554,605	387,292
Total non-current assets	<u>64,069</u>	<u>554,605</u>	<u>387,292</u>
Total assets	<u>\$ 2,922,567</u>	<u>\$ 3,442,898</u>	<u>\$ 7,417,422</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 330,727	\$ 301,114	\$ 585,894
Accrued compensated absences	30,082	31,833	87,137
Interest payable	-	-	-
Refundable advance	106,579	477,944	283,678
Refundable advance	-	-	-
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	15,058	17,359	27,869
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of revolving loan	-	-	-
Total current liabilities	<u>482,446</u>	<u>828,250</u>	<u>984,578</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>482,446</u>	<u>828,250</u>	<u>984,578</u>
Net Assets			
Without donor restrictions	<u>2,440,121</u>	<u>2,614,648</u>	<u>6,432,844</u>
Total liabilities and net assets	<u>\$ 2,922,567</u>	<u>\$ 3,442,898</u>	<u>\$ 7,417,422</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2022 and 2021

	MSA Santa Ana	MSA San Diego	MPM Inc. / LLC
Assets			
Current assets			
Cash and cash equivalents	\$ 1,791,037	\$ 1,420,535	\$ 2,231,208
Receivables	1,922,712	780,895	-
Intra-entity receivable	53,101	40,929	-
Prepaid expenses	1,685	1,158	-
Total current assets	<u>3,768,535</u>	<u>2,243,517</u>	<u>2,231,208</u>
Non-current assets			
Security deposit	-	-	-
Capital contribution	75,554	198,191	-
Restricted cash	-	-	2,281,161
Property and equipment, net	19,726,275	251,576	26,122,071
Total non-current assets	<u>19,801,829</u>	<u>449,767</u>	<u>28,403,232</u>
Total assets	<u>\$ 23,570,364</u>	<u>\$ 2,693,284</u>	<u>\$ 30,634,440</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 612,104	\$ 542,069	\$ -
Accrued compensated absences	60,390	40,279	-
Interest payable	50,443	-	-
Refundable advance	729,780	104,273	446,610
Refundable advance	-	-	-
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	1,153,886	637,553	-
Current portion of notes payable	109,583	-	-
Current portion of bonds payable	-	-	720,000
Current portion of revolving loan	242,040	-	-
Total current liabilities	<u>2,958,226</u>	<u>1,324,174</u>	<u>1,166,610</u>
Long-term liabilities			
Notes payable, less current portion	3,774,168	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	27,120,454
Revolving loan, less current portion	7,324,420	-	-
Total long-term liabilities	<u>11,098,588</u>	<u>-</u>	<u>27,120,454</u>
Total liabilities	<u>14,056,814</u>	<u>1,324,174</u>	<u>28,287,064</u>
Net Assets			
Without donor restrictions	<u>9,513,550</u>	<u>1,369,110</u>	<u>2,347,376</u>
Total liabilities and net assets	<u>\$ 23,570,364</u>	<u>\$ 2,693,284</u>	<u>\$ 30,634,440</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2022 and 2021

	Eliminations	2022 Consolidated	2021 Consolidated
Assets			
Current assets			
Cash and cash equivalents	\$ -	\$ 29,396,853	\$ 22,858,187
Receivables	-	13,717,155	13,703,840
Intra-entity receivable	(4,252,928)	-	-
Prepaid expenses	-	59,413	89,418
Total current assets	<u>(4,252,928)</u>	<u>43,173,421</u>	<u>36,651,445</u>
Non-current assets			
Security deposit	-	110,000	110,000
Capital contribution	(435,668)	-	-
Restricted cash	-	2,281,161	2,282,261
Property and equipment, net	-	52,199,330	52,781,413
Total non-current assets	<u>(435,668)</u>	<u>54,590,491</u>	<u>55,173,674</u>
Total assets	<u>\$ (4,688,596)</u>	<u>\$ 97,763,912</u>	<u>\$ 91,825,119</u>
Liabilities			
Current liabilities			
Accounts payable	\$ -	\$ 6,235,358	\$ 4,756,639
Accrued compensated absences	-	637,430	498,038
Interest payable	-	50,443	52,025
Refundable advance	-	3,853,442	2,562,674
Refundable advance	-	-	-
Refundable advance - Paycheck Protection Program (PPP)	-	-	-
Intra-entity payable	(4,252,928)	-	-
Current portion of notes payable	-	109,583	104,583
Current portion of bonds payable	-	720,000	685,000
Current portion of revolving loan	-	242,040	237,272
Total current liabilities	<u>(4,252,928)</u>	<u>11,848,296</u>	<u>8,896,231</u>
Long-term liabilities			
Notes payable, less current portion	-	3,774,168	3,883,751
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	27,120,454	27,801,561
Revolving loan, less current portion	-	7,324,420	7,566,760
Total long-term liabilities	<u>-</u>	<u>38,219,042</u>	<u>39,252,072</u>
Total liabilities	<u>(4,252,928)</u>	<u>50,067,338</u>	<u>48,148,303</u>
Net Assets			
Without donor restrictions	<u>(435,668)</u>	<u>47,696,574</u>	<u>43,676,816</u>
Total liabilities and net assets	<u>\$ (4,688,596)</u>	<u>\$ 97,763,912</u>	<u>\$ 91,825,119</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2022 and 2021

	<u>MERF</u>	<u>MSA</u>	<u>MSA 2</u>
Support and Revenues			
Local Control Funding Formula	\$ -	\$ 9,055,254	\$ 6,044,044
Federal revenue	438,622	1,550,004	1,044,689
Other state revenue	123,328	2,447,489	902,711
PPP loan forgiveness revenue	-	-	-
Local revenues	5,710,685	229,182	4,086
Interest income	-	2,201	-
Rental income	-	-	-
Fundraising revenue	2,303	35,589	27,715
	<u>6,274,938</u>	<u>13,319,719</u>	<u>8,023,245</u>
Total support and revenues			
Expenses			
Program services	1,729,395	7,815,869	4,378,971
Management and general	5,033,976	3,932,459	2,880,804
	<u>6,763,371</u>	<u>11,748,328</u>	<u>7,259,775</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>(488,433)</u>	<u>1,571,391</u>	<u>763,470</u>
Intra-Entity Transfers			
Transfer in	25,717	-	-
Transfer out	<u>(104,452)</u>	<u>(44,983)</u>	<u>-</u>
Change in Net Assets	<u>(567,168)</u>	<u>1,526,408</u>	<u>763,470</u>
Net Assets, Beginning of Year	<u>2,958,031</u>	<u>8,002,068</u>	<u>3,041,572</u>
Net Assets, End of Year	<u>\$ 2,390,863</u>	<u>\$ 9,528,476</u>	<u>\$ 3,805,042</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2022 and 2021

	<u>MSA 3</u>	<u>MSA 4</u>	<u>MSA 5</u>
Support and Revenues			
Local Control Funding Formula	\$ 4,691,270	\$ 1,397,307	\$ 2,979,425
Federal revenue	2,079,630	703,726	655,207
Other state revenue	1,073,223	398,772	673,429
PPP loan forgiveness revenue	-	-	-
Local revenues	12,285	5,413	17,247
Interest income	-	-	17,440
Rental income	-	-	-
Fundraising revenue	18,187	8,666	3,093
	<u>7,874,595</u>	<u>2,513,884</u>	<u>4,345,841</u>
Total support and revenues			
Expenses			
Program services	4,361,676	1,761,617	2,657,347
Management and general	3,044,651	625,198	1,027,195
	<u>7,406,327</u>	<u>2,386,815</u>	<u>3,684,542</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>468,268</u>	<u>127,069</u>	<u>661,299</u>
Intra-Entity Transfers			
Transfer in	-	-	-
Transfer out	-	-	-
	<u>468,268</u>	<u>127,069</u>	<u>661,299</u>
Change in Net Assets			
Net Assets, Beginning of Year	<u>2,178,326</u>	<u>1,221,947</u>	<u>3,033,303</u>
Net Assets, End of Year	<u>\$ 2,646,594</u>	<u>\$ 1,349,016</u>	<u>\$ 3,694,602</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2022 and 2021

	<u>MSA 6</u>	<u>MSA 7</u>	<u>MSA Bell</u>
Support and Revenues			
Local Control Funding Formula	\$ 915,069	\$ 3,093,319	\$ 4,271,027
Federal revenue	681,871	786,930	1,684,805
Other state revenue	270,121	894,089	1,000,149
PPP loan forgiveness revenue	-	-	-
Local revenues	15,417	16,042	3,641
Interest income	-	-	8,994
Rental income	-	-	-
Fundraising revenue	3,308	3,348	-
	<u>1,885,786</u>	<u>4,793,728</u>	<u>6,968,616</u>
Total support and revenues			
Expenses			
Program services	1,252,349	2,898,468	3,947,791
Management and general	603,860	1,779,758	2,700,800
	<u>1,856,209</u>	<u>4,678,226</u>	<u>6,648,591</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>29,577</u>	<u>115,502</u>	<u>320,025</u>
Intra-Entity Transfers			
Transfer in	-	-	-
Transfer out	-	-	-
	<u>29,577</u>	<u>115,502</u>	<u>320,025</u>
Change in Net Assets			
Net Assets, Beginning of Year	<u>2,410,544</u>	<u>2,499,146</u>	<u>6,112,819</u>
Net Assets, End of Year	<u>\$ 2,440,121</u>	<u>\$ 2,614,648</u>	<u>\$ 6,432,844</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2022 and 2021

	MSA Santa Ana	MSA Santa Diego	MPM Inc. / LLC
Support and Revenues			
Local Control Funding Formula	\$ 6,135,458	\$ 3,611,022	\$ -
Federal revenue	2,997,295	699,886	-
Other state revenue	1,156,854	989,981	-
PPP loan forgiveness revenue	-	-	-
Local revenues	34,132	26,285	771
Interest income	3,555	3,010	-
Rental income	-	-	2,306,499
Fundraising revenue	39,397	31,393	-
	<u>10,366,691</u>	<u>5,361,577</u>	<u>2,307,270</u>
Total support and revenues			
Expenses			
Program services	7,056,748	4,041,544	2,477,781
Management and general	2,904,480	1,094,205	9,190
	<u>9,961,228</u>	<u>5,135,749</u>	<u>2,486,971</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>405,463</u>	<u>225,828</u>	<u>(179,701)</u>
Intra-Entity Transfers			
Transfer in	-	-	227,431
Transfer out	(1,498)	(76,498)	(25,717)
	<u>403,965</u>	<u>149,330</u>	<u>22,013</u>
Change in Net Assets			
Net Assets, Beginning of Year	<u>9,109,585</u>	<u>1,219,780</u>	<u>2,325,363</u>
Net Assets, End of Year	<u>\$ 9,513,550</u>	<u>\$ 1,369,110</u>	<u>\$ 2,347,376</u>

Magnolia Educational & Research Foundation

Consolidating Statement of Activities
Year Ended June 30, 2022 and 2021

		<u>2022</u>	<u>2021</u>
	<u>Eliminations</u>	<u>Consolidated</u>	<u>Consolidated</u>
Support and Revenues			
Local Control Funding Formula	\$ -	\$ 42,193,195	\$ 41,352,580
Federal revenue	-	13,322,665	7,307,706
Other state revenue	-	9,930,146	9,080,047
PPP loan forgiveness revenue	-	-	5,461,600
Local revenues	(5,497,675)	577,511	373,024
Interest income	-	35,200	34,748
Rental income	(2,306,499)	-	-
Fundraising revenue	-	172,999	-
Total support and revenues	<u>(7,804,174)</u>	<u>66,231,716</u>	<u>63,609,705</u>
Expenses			
Program services	-	44,379,556	33,869,275
Management and general	(7,804,174)	17,832,402	16,985,345
Total expenses	<u>(7,804,174)</u>	<u>62,211,958</u>	<u>50,854,620</u>
Change in Net Assets before intra-entity transfers	<u>-</u>	<u>4,019,758</u>	<u>12,755,085</u>
Intra-Entity Transfers			
Transfer in	(253,148)	-	-
Transfer out	253,148	-	-
Change in Net Assets	<u>-</u>	<u>4,019,758</u>	<u>12,755,085</u>
Net Assets, Beginning of Year	<u>(435,668)</u>	<u>43,676,816</u>	<u>30,921,731</u>
Net Assets, End of Year	<u>\$ (435,668)</u>	<u>\$ 47,696,574</u>	<u>\$ 43,676,816</u>

Magnolia Educational & Research Foundation
 Foundation Only Comparative Statement of Financial Position
 June 30, 2022 and 2021

	2022	2021
Assets		
Current assets		
Cash	\$ 3,494,526	\$ 2,713,961
Receivables	-	808,476
Intra-entity receivable	734,106	68,571
Prepaid expenses	18,355	17,578
Total current assets	4,246,987	3,608,586
Non-current assets		
Security deposit	100,000	100,000
Property and equipment, net	14,041	14,900
Total non-current assets	114,041	114,900
Total assets	\$ 4,361,028	\$ 3,723,486
Liabilities		
Current liabilities		
Accounts payable	\$ 404,868	\$ 240,309
Intra-entity payable	1,565,297	525,146
Total liabilities	1,970,165	765,455
Net Assets		
Without donor restrictions	2,390,863	2,958,031
Total liabilities and net assets	\$ 4,361,028	\$ 3,723,486

Magnolia Educational & Research Foundation
 Foundation Only Comparative Statement of Activities
 Year Ended June 30, 2022 and 2021

	2022	2021
Support and Revenues		
Other state revenue	\$ 123,328	\$ 268,221
Local revenues	5,710,685	5,743,741
Fundraising revenue	2,303	-
Total support and revenues	6,274,938	6,011,962
Expenses		
Program services	1,729,395	1,378,352
Management and general	5,033,976	3,553,999
Total expenses	6,763,371	4,932,351
Change in Net Assets before intra-entity transfers	(488,433)	1,079,611
Intra-entity transfers		
Transfer in	25,717	152,044
Transfer out	(104,452)	(228,326)
Change in Net Assets	(567,168)	1,003,329
Net Assets, Beginning of Year	2,958,031	1,954,702
Net Assets, End of Year	\$ 2,390,863	\$ 2,958,031

Debt Service Coverage

Net income	\$ 4,019,758
Depreciation and amortization	2,385,186
Management fees (50%)	2,748,838
Rent	1,958,848
Income Available for Coverage	11,112,630
Debt Service	1,958,848
Debt Service Coverage	5.67
Limit	1.10
Compliance	Yes

Consolidated Days Cash on Hand

Total Expenses	\$ 62,211,958
Depreciation and amortization	2,385,186
Cash Expenses	59,826,772
Expense/Day	163,909
Cash	29,396,853
Days Cash on Hand	179
Limit	45
Compliance	Yes

Magnolia Educational & Research Foundation
Consolidating Schedule of Property and Equipment
Year Ended June 30, 2022

	MERF	MSA	MSA 2	MSA 3	MSA 4	MSA 5	MSA 6
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leasehold improvements	-	3,487,770	-	-	-	-	-
Building	-	226,898	10,061	-	-	-	-
Computer and equipment	134,513	782,975	924,214	617,313	304,072	430,937	263,305
Work in progress	-	192,786	1,573	-	-	368,915	-
Total property and equipment	134,513	4,690,429	935,848	617,313	304,072	799,852	263,305
Less accumulated depreciation	(120,472)	(769,364)	(642,790)	(364,711)	(219,381)	(261,867)	(209,236)
Total	\$ 14,041	\$ 3,921,065	\$ 293,058	\$ 252,602	\$ 84,691	\$ 537,985	\$ 54,069

Magnolia Educational & Research Foundation
Consolidating Schedule of Property and Equipment
Year Ended June 30, 2022

	MSA 7	MSA Bell	MSA Santa Ana	MSA San Diego	MPM Inc. / LLC	2022 Consolidated	2021 Consolidated
Land	\$ -	\$ -	\$ -	\$ -	\$ 2,566,854	\$ 2,566,854	\$ 2,566,854
Leasehold improvements	-	-	58,058	-	-	3,545,828	3,469,347
Building	497,294	-	22,352,893	-	26,189,536	49,276,682	49,271,682
Computer and equipment	228,173	932,750	926,675	770,303	-	6,315,230	5,300,434
Work in progress	71,898	-	33,754	-	-	668,926	990
Total property and equipment	797,365	932,750	23,371,380	770,303	28,756,390	62,373,520	60,609,307
Less accumulated depreciation	(242,760)	(545,458)	(3,645,105)	(518,727)	(2,634,319)	(10,174,190)	(7,827,894)
Total	<u>\$ 554,605</u>	<u>\$ 387,292</u>	<u>\$ 19,726,275</u>	<u>\$ 251,576</u>	<u>\$ 26,122,071</u>	<u>\$ 52,199,330</u>	<u>\$ 52,781,413</u>

Note 1 - Purpose of Supplementary Schedules

Consolidated Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying consolidated schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2022. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The Organization has not elected to use the ten percent de minimis cost rate.

Local Education Agency Organization Structure

This schedule provides information about the Organization's operations, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Consolidating Statement of Financial Position and Consolidating Statement of Activities

The consolidating statement of financial position and consolidating statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the consolidating statement of financial position and consolidating statement of activities are for activities between the Organization and related entities.

Foundation Only Comparative Statements

The accompanying foundation only comparative financial statements report the individual program of Magnolia Education & Research Foundation and are presented on the accrual basis of accounting.

Debt Covenants

Some of the Organization's loan agreements are subject to covenant clauses, whereby the Organization is required to meet certain key financial ratios. This schedule provides information related to the debt covenant ratios and related information.

Consolidating Schedule of Property and Equipment

The accompanying consolidating schedule of property and equipment present the comparative balances for Organization and the Subsidiaries property and equipment.



Independent Auditor's Reports
June 30, 2022

**Magnolia Educational &
Research Foundation**



Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Magnolia Educational & Research Foundation (the Organization), which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements and have issued our report thereon dated December 14, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP". The signature is written in dark ink and is positioned above the typed name and address.

Rancho Cucamonga, California
December 14, 2022



Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Magnolia Educational & Research Foundation’s (the Organization) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Organization’s major federal programs for the year ended June 30, 2022. The Organization’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance

requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The image shows a handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California
December 14, 2022



Independent Auditor's Report on State Compliance

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on State Compliance

Opinion on State Compliance

We have audited Magnolia Educational & Research Foundation's (the Organization) compliance with the requirements specified in the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, applicable to the Organization's state program requirements identified below for the year ended June 30, 2022.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Our responsibilities under those standards and the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on state compliance with the compliance requirements subject to audit in the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's compliance with the requirements listed in the table below.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements listed below has occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements listed in the table below.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with compliance requirements as identified in the table below that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Organization’s compliance with laws and regulations applicable to the following items:

	Procedures Performed
LOCAL EDUCATION AGENCIES OTHER THAN CHARTER SCHOOLS	
Attendance	No, see below
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	No, see below
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below
Classroom Teacher Salaries	No, see below
Early Retirement Incentive	No, see below
Gann Limit Calculation	No, see below
School Accountability Report Card	No, see below
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Transportation Maintenance of Effort	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
SCHOOL DISTRICTS, COUNTY OFFICES OF EDUCATION, AND CHARTER SCHOOLS	
California Clean Energy Jobs Act	No, See Below
After/Before School Education and Safety Program:	
General Requirements	Yes
After School	Yes
Before School	No, See Below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes

	Procedures Performed
Independent Study-Course Based	No, See Below
Immunizations	No, See Below
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	No, See Below
In Person Instruction Grant	Yes
CHARTER SCHOOLS	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	No, See Below
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

Programs listed above for “Local Education Agencies Other Than Charter Schools” are not applicable to charter schools; therefore, we did not perform any related procedures.

We did not perform California Clean Energy Jobs Act procedures because the related procedures were performed in a previous year.

The Organization does not offer a Before School Education and Safety Program; therefore, we did not perform procedures related to the Before School Education and Safety Program.

The Organization does not offer an Independent Study-Course Based Program; therefore, we did not perform any procedures related to the Independent Study-Course Based Program.

The Organization’s charter schools were not listed on the immunization assessment reports; therefore, we did not perform any related procedures.

We did not perform Career Technical Education Incentive Grant procedures because the Organization did not receive funding for this grant.

ADA was below the threshold required for testing, therefore, we did not perform any procedures related to Determination of Funding for Nonclassroom-Based Instruction.

The purpose of this report on internal control over state compliance is solely to describe the scope of our testing of internal control over state compliance and the results of that testing based on the requirements of the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.



Rancho Cucamonga, California
December 14, 2022



Schedule of Findings and Questioned Costs
June 30, 2022

Magnolia Educational & Research Foundation

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a):	No

Identification of major programs:

Name of Federal Program or Cluster	Federal Financial Assistance Listing
COVID-19: Emergency Connectivity Fund (ECF)	32.009
COVID-19: Education Stabilization Fund (ESF)	84.425C, 84.425D, 84.425U
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

STATE COMPLIANCE

Internal control over state compliance for programs:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs:	Unmodified

None reported.

None reported.

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



Consolidated Financial Statements
June 30, 2023 and 2022

Magnolia Educational & Research Foundation

(Operating Magnolia Science Academy #0438,
Magnolia Science Academy 2 #0906,
Magnolia Science Academy 3 #0917,
Magnolia Science Academy 4 #0986,
Magnolia Science Academy 5 #0987,
Magnolia Science Academy 6 #0988,
Magnolia Science Academy 7 #0989,
Magnolia Science Academy Bell #1236,
Magnolia Science Academy Santa Ana #1686, and
Magnolia Science Academy San Diego #0698)



Magnolia Educational & Research Foundation

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June 30, 2023 and 2022

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Independent Auditor's Report

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Magnolia Educational & Research Foundation (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the consolidated statement of financial position as of June 30, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Adoption of New Accounting Standard

As discussed in Note 1 and Note 6 to the consolidated financial statements, the Organization has adopted the provisions of FASB Accounting Standards Codification Topic 842, *Leases* and early adopted FASB Accounting Standards Update No. 2023-01, *Leases (Topic 842): Common Control Arrangements*, as of July 1, 2022 using the modified retrospective approach with an adjustment at the beginning of the adoption period. Our opinion is not modified with respect to this matters.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information such as the consolidated schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and other supplementary information on pages 27-60 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidated Schedule of Expenditures of Federal Awards and other supplementary information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

The image shows a handwritten signature in black ink that reads "Eric Sully LLP". The signature is written in a cursive, professional style.

Rancho Cucamonga, California
December 15, 2023

Magnolia Educational & Research Foundation

Consolidated Statement of Financial Position

June 30, 2023 and 2022

	2023	2022
Assets		
Current assets		
Cash and cash equivalents	\$ 41,517,716	\$ 29,396,853
Receivables	18,773,554	13,717,155
Prepaid expenses	349,445	59,413
Total current assets	60,640,715	43,173,421
Non-current assets		
Security deposit	110,000	110,000
Restricted cash	2,314,749	2,281,161
Property and equipment	80,259,046	52,199,330
Operating lease right-of-use asset	1,447,990	-
Finance lease right-of-use asset	1,229,948	-
Total non-current assets	85,361,733	54,590,491
Total assets	\$ 146,002,448	\$ 97,763,912
Liabilities		
Current liabilities		
Accounts payable	\$ 12,393,549	\$ 6,235,358
Accrued compensated absences	473,788	637,430
Interest payable	-	50,443
Refundable advance	10,466,215	3,853,442
Current portion of notes payable	114,583	109,583
Current portion of bonds payable	760,000	720,000
Current portion of operating lease liability	429,321	-
Current portion of finance lease liability	292,752	-
Current portion of revolving loan	246,906	242,040
Total current liabilities	25,177,114	11,848,296
Long-term liabilities		
Notes payable, less current portion	31,624,377	3,774,168
Bonds payable, less current portion and net of unamortized bond issuance costs	26,399,347	27,120,454
Operating lease liability, less current portion	1,018,229	-
Finance lease liability, less current portion	953,651	-
Revolving loan, less current portion	7,077,514	7,324,420
Total long-term liabilities	67,073,118	38,219,042
Total liabilities	92,250,232	50,067,338
Net Assets		
Without donor restrictions	53,752,216	47,696,574
Total liabilities and net assets	\$ 146,002,448	\$ 97,763,912

Magnolia Educational & Research Foundation

Consolidated Statement of Activities
Year Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Support and Revenues		
Local Control Funding Formula	\$ 44,427,454	\$ 42,193,195
Federal revenue	7,495,567	13,322,665
Other state revenue	17,781,430	9,930,146
Local revenues	4,835,621	577,511
Interest income	485,432	35,200
Fundraising revenue	342,645	172,999
	<u>75,368,149</u>	<u>66,231,716</u>
Expenses		
Program services	48,959,750	44,379,556
Management and general	20,352,757	17,832,402
	<u>69,312,507</u>	<u>62,211,958</u>
Change in Net Assets	<u>6,055,642</u>	<u>4,019,758</u>
Net Assets, Beginning of Year	<u>47,696,574</u>	<u>43,676,816</u>
Net Assets, End of Year	<u><u>\$ 53,752,216</u></u>	<u><u>\$ 47,696,574</u></u>

Magnolia Educational & Research Foundation
Consolidated Statement of Functional Expenses
Year Ended June 30, 2023

	Program Services	Management and General	Total Expenses
Salaries	\$ 23,849,941	\$ 10,549,242	\$ 34,399,183
Employee benefits	4,596,714	83,029	4,679,743
Payroll taxes	6,750,332	2,460,105	9,210,437
Fees for services	-	3,538,857	3,538,857
Advertising and promotions	-	330,292	330,292
Office expenses	405,969	533,380	939,349
Information technology	494,566	-	494,566
Occupancy	426,678	952,163	1,378,841
Travel	-	122,909	122,909
Interest	3,654,071	-	3,654,071
Depreciation and amortization	2,638,076	-	2,638,076
Amortization of right-of-use asset	308,774	-	308,774
Insurance	-	652,940	652,940
Other expenses	2,349,266	1,129,840	3,479,106
Capital outlay	817,998	-	817,998
Special education	1,100,354	-	1,100,354
Instructional materials	827,458	-	827,458
Nutrition	286,578	-	286,578
District oversight fees	452,975	-	452,975
	<u>\$ 48,959,750</u>	<u>\$ 20,352,757</u>	<u>\$ 69,312,507</u>
Total functional expenses			

Magnolia Educational & Research Foundation

Consolidated Statement of Cash Flows
Year Ended June 30, 2023 and 2022

	2023	2022
Operating Activities		
Change in net assets	\$ 6,055,642	\$ 4,019,758
Adjustments to reconcile change in net assets to net cash from (used for) operating activities		
Depreciation and amortization expense	2,638,076	2,359,106
Finance lease amortization	308,774	-
Interest expense attributable to the amortization of bond issuance costs	38,893	26,080
Changes in operating assets and liabilities		
Receivables	(5,056,399)	(13,315)
Prepaid expenses	(290,032)	30,005
Accounts payable	6,158,188	1,478,722
Accrued compensated absences	(163,642)	139,392
Interest payable	(50,443)	(1,582)
Refundable advance	6,612,773	1,290,768
Operating lease assets and liabilities	1,437,192	-
Net Cash from (used for) Operating Activities	17,689,022	9,328,934
Investing Activities		
Purchases of property and equipment	(30,697,788)	(1,764,213)
Financing Activities		
Principal payments on notes	(109,583)	(104,583)
Principal payments on bonds	(720,000)	(685,000)
Principal payments on finance leases	(309,536)	-
Principal payments on revolving loan	(242,040)	(237,572)
Gain on sale and leaseback transaction	26,544,376	-
Net Cash from (used for) Financing Activities	25,163,217	(1,027,155)
Net Change in Cash, Cash Equivalents, and Restricted Cash	12,154,451	6,537,566
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	31,678,014	25,140,448
Cash, Cash Equivalents, and Restricted Cash, End of Year	\$ 43,832,465	\$ 31,678,014
Cash and cash equivalents	\$ 41,517,716	\$ 29,396,853
Cash restricted to Series 2014A and 2017A Bond Reserve Fund	2,314,749	2,281,161
Total Cash, Cash Equivalents, and Restricted Cash	\$ 43,832,465	\$ 31,678,014
Supplemental Cash Flow Disclosure		
Cash paid during the year in interest	\$ 3,654,071	\$ 2,151,671

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Magnolia Educational & Research Foundation (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2023, the Organization operated ten charter schools currently serving approximately 3,586 students in grades kindergarten through twelve throughout California. The Organization is dedicated to inspiring students to choose career paths in science, technology, engineering, and math (STEM), while providing a robust, standards-based education program within a supportive culture of excellence.

To ensure students have the tools to succeed, the Organization offer the following programs, which are mostly free of charge:

- Academic programs
- Student support programs
- After school programs
- Parent involvement programs

The Organization operate under the approval of the California State Board of Education, Los Angeles County Office of Education, Los Angeles Unified School District and San Diego Unified School District. Each school receives public per-pupil funding from the State of California, in addition to grants from various government sources.

Magnolia Science Academy

Charter school number authorized by the State: 0438

Magnolia Science Academy (MSA) was approved by the State of California Department of Education in 2002, and is located in 18238 Sherman Way, Reseda, California, 91335. MSA opened on September 3, 2002, and currently serves approximately 694 students in grades six through twelve. MSA was granted an extension by Los Angeles County Office of Education through June 30, 2024. MSA receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 2

Charter school number authorized by the State: 0906

Magnolia Science Academy 2 (MSA 2) was approved by the State of California Department of Education in 2007, and is located in 17125 Victory Boulevard, Van Nuys, California, 91406. MSA 2 opened on September 5, 2007, and currently serves approximately 511 students in grades six through twelve. MSA 2 was granted an extension by Los Angeles County Office of Education through June 30, 2024. MSA 2 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 3

Charter school number authorized by the State: 0917

Magnolia Science Academy 3 (MSA 3) was approved by the State of California Department of Education in 2007, and is located in 1254 East Helmick Street, Carson, California, 90746. MSA 3 opened on September 5, 2007, and currently serves approximately 379 students in grades six through twelve. MSA 3 was granted an extension by Los Angeles County Office of Education through June 30, 2024. MSA 3 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 4

Charter school number authorized by the State: 0986

Magnolia Science Academy 4 (MSA 4) was approved by the State of California Department of Education in 2008, and is located in 11330 West Graham Place, B-9, Los Angeles, California, 90064. MSA 4 opened on September 3, 2008, and currently serves approximately 102 students in grades nine through twelve. MSA 4 was granted an extension by Los Angeles Unified School District through June 30, 2025. MSA 4 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 5

Charter school number authorized by the State: 0987

Magnolia Science Academy 5 (MSA 5) was approved by the State of California Department of Education in 2008, and is located in 18238 Sherman Way, Reseda, California, 91335. MSA 5 opened on September 3, 2008, and currently serves approximately 238 students in grades six through twelve. MSA 5 was granted an extension by Los Angeles County Office of Education through June 30, 2025. MSA 5 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 6

Charter school number authorized by the State: 0988

Magnolia Science Academy 6 (MSA 6) was approved by the State of California Department of Education in 2009, and is located in 745 South Wilton Place, Los Angeles, California, 90005. MSA 6 opened on September 9, 2009, and currently serves approximately 91 students in grades six through eight. MSA 6 was granted an extension by Los Angeles Unified School District through June 30, 2026. MSA 6 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy 7

Charter school number authorized by the State: 0989

Magnolia Science Academy 7 (MSA 7) was approved by the State of California Department of Education in 2010, and is located in 18355 Roscoe Boulevard, Northridge, California, 91325. MSA 7 opened on September 13, 2010, and currently serves approximately 263 students in grades kindergarten through five. MSA 7 was granted an extension by Los Angeles Unified School District through June 30, 2026. MSA 7 receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy Bell

Charter school number authorized by the State: 1236

Magnolia Science Academy Bell (MSA Bell) was approved by the State of California Department of Education in 2010, and is located in 6411 Orchard Avenue, Bell, California, 90201. MSA Bell opened on September 10, 2010, and currently serves approximately 384 students in grades six through eight. MSA Bell was granted an extension by Los Angeles Unified School District through June 30, 2027. MSA Bell receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy Santa Ana

Charter school number authorized by the State: 1686

Magnolia Science Academy Santa Ana (MSA Santa Ana) was approved by the State of California Department of Education in 2014, and is located in 2840 West 1st Street, Santa Ana, 92703, California. MSA Santa Ana opened on August 1, 2014 and currently serves approximately 502 students in grades kindergarten through twelve. MSA Santa Ana was granted an extension by California Department of Education through June 30, 2026. MSA Santa Ana receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Magnolia Science Academy San Diego

Charter school number authorized by the State: 0698

Magnolia Science Academy San Diego (MSA San Diego) was approved by the State of California Department of Education in 2005, and is located in 6525 Estrella Avenue, San Diego, 92120, California. MSA San Diego opened on September 6, 2005 and currently serves approximately 422 students in grades six through eight. MSA San Diego was granted an extension by San Diego Unified School District through June 30, 2027. MSA San Diego receives public per-pupil funding to help support their operations and is economically dependent on Federal and State funding.

Other Related Entity

Magnolia Properties Management, Inc. (MPM Inc.)

On January 12, 2012, MPM Inc., a separate 501(c)(3) nonprofit public benefit corporation, was formed for the primary purposes to facilitate the development of charter schools. Additional purposes are to lease, to own, manage and operate an educational institution, to provide charter school facilities and operational and other support to charter schools, to assist philanthropists and foundations in accelerating the growth of high quality charter schools, and to provide and otherwise obtain or assist in obtaining charter school financing. MPM Inc. was formed and is operated exclusively for the benefit of, to perform the functions of, and to carry out the purposes of the Organization.

MPM Sherman Way, LLC

The Organization formed the MPM Sherman Way, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Reseda Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Santa Ana, LLC

The Organization formed the MPM Santa Ana, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. MSA Santa Ana makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA Santa Ana Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM San Diego, LLC

The Organization formed the MPM San Diego, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. The MSA San Diego makes lease payments to the LLC, in accordance with the lease agreement specifically for the MSA San Diego Project. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM Sherman Winnetka, LLC

The Organization formed the MPM Sherman Winnetka, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

MPM 16600 Vanowen Street, LLC

The Organization formed the MPM 16600 Vanowen Street, LLC exclusively for the acquisition of property and assets of the Organization, for charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Service. Accordingly, the financial activities of the LLC have been included in the consolidated financial statements of the Organization. MPM Inc. is the sole member of the LLC.

Principles of Consolidation

The consolidated financial statements include the accounts of the Organization and the Subsidiaries, of which include MSA, MSA 2, MSA 3, MSA 4, MSA 5, MSA 6, MSA 7, MSA Bell, MSA Santa Ana, MSA San Diego, MPM, Inc., MPM Sherman Way, LLC, MPM Santa Ana, LLC, MPM San Diego, LLC, MPM Sherman Winnetka, LLC, and MPM 16600 Vanowen Street, LLC. All significant intra-entity accounts and transactions have been eliminated in consolidation. Unless otherwise noted, these consolidated entities are hereinafter referred to as the Organization.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the Organization's audited consolidated financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Basis of Accounting

The accompanying consolidated financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions. The Governing Board has designated, from net assets without donor restrictions, net assets for federal and state programs.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2023.

Cash and Cash Equivalents

The Organization considers all cash including cash in County Investment Pool and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to bond reserve funds or other long-term purposes are excluded from this definition.

Restricted Cash

Non-current restricted cash in the amount of \$2,314,749 relates to the debt service reserve requirements related to the Charter School Revenue Bonds and is held as non-current to satisfy the long-term obligation.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2023, the Organization had approximately \$42,998,040, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2023 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Intra-Entity Transactions

Intra-entity transactions results from a net cumulative difference between resources provided by the home office account to each charter school and reimbursement for those resources from each charter school to the home office account. Intra-entity transfers include certain costs of shared liabilities and shared assets between the Organization.

Capital Contribution

MSA invested \$161,923 in a capital contribution to the MPM Sherman Way, LLC as an investment for the building improvement located at 18238 Sherman Way in the city of Reseda, CA 91335 for its campus location.

MSA Santa Ana invested \$75,554 in a capital contribution to the MPM Santa Ana, LLC as an investment for the building improvement located at 2840 West 1st Street in the city of Santa Ana, CA 92703 for its campus location.

MSA San Diego invested \$198,191 in a capital contribution to the MPM San Diego. LLC as an investment for the building improvement located at 6525 Estrella Avenue in the city of San Diego, CA 92120 for its campus location.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2023.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the consolidated statement of financial position. At June 30, 2023, there were no conditional contributions for which no amounts had been received in advance.

The Consolidated Appropriations Act of 2021 and the American Rescue Plan Act of 2021 expanded the availability of the credit, extended the credit through September 30, 2021, and increased the credit to 70% of qualified wages, capped at \$7,000 per quarter. As a result of the changes to the credit, the maximum credit per employee increased from \$10,000 in 2020 to \$21,000 in 2021. During the year ended June 30, 2023, the Organization recorded a \$6,883,252 benefit related to the credit which is presented in the statement of activities as local revenues.

The Organization has elected to account for the credits by applying FASB ASC 958-605, *Not-for-Profit Entities: Revenue Recognition*. Under this method, the Organization records contribution revenue when the contribution is deemed to be unconditional, that is when there is no longer a measurable performance or other barrier and a right of return or release from obligation to pay the contribution. Management has determined that the contribution is unconditional.

Debt Issuance Costs

Debt issuance costs are amortized over the period the related obligation is outstanding using the straight-line method, which is a reasonable approximation of the effective interest method. Debt issuance costs are included within bonds payable in the consolidated statement of financial position. Amortization of debt issuance costs is included in interest expense in the accompanying consolidated financial statements.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2023.

Functional Allocation of Expenses

The consolidated financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, payroll taxes, office expenses, occupancy, and other expenses, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the consolidated financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Change in Accounting Principle

Effective July 1, 2022, the Organization adopted the new lease accounting guidance in Accounting Standards Update No. 2016-02, *Leases (Topic 842)*. The Organization elected to apply the guidance as of July 1, 2022, the beginning of the adoption period. The standard requires the recognition of right-of-use assets and lease liabilities for lease contracts with terms greater than 12 months. Operating lease costs are recognized in the consolidated statement of activities as a single lease cost and finance lease costs are recognized in two components, interest expense and amortization expense. The Organization has elected the package of practical expedients permitted in ASC Topic 842. Accordingly, the Organization accounted for its existing leases as either finance or operating lease under the new guidance, without reassessing (a) whether the contract contains a lease under ASC Topic 842, (b) whether classification of the operating lease would be different in accordance with ASC Topic 842, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in ASC Topic 842 at lease commencement.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2023	2022
Cash and cash equivalents	\$ 41,517,716	\$ 29,396,853
Receivables	18,773,554	13,717,155
Total	\$ 60,291,270	\$ 43,114,008

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2023 and 2022:

	2023	2022
Land	\$ 26,531,646	\$ 2,566,854
Leasehold improvements	4,185,549	3,545,828
Building	53,698,460	49,276,682
Computer and equipment	6,402,530	6,315,230
Work in progress	2,253,123	668,926
Total property and equipment	93,071,308	62,373,520
Less accumulated depreciation and amortization	(12,812,262)	(10,174,190)
Total	\$ 80,259,046	\$ 52,199,330

Note 4 - Notes Payable

Notes payable consist of the following at June 30, 2023:

Note payable, due in monthly installments of \$42,708, principal and interest at 10%, collateralized by the Magnolia Science Academy Santa Ana school facility with a carrying value of \$11,389,575; maturing July 1, 2044.	\$ 3,774,168
Note payable, due in full up to \$24,000,000, principal and interest at 9.50%, maturing December 1, 2026, secured by property purchased, 7111 Winnetka Avenue, Winnetka, California and 18242-18244 Sherman Way, Reseda, California.	13,314,792
Note payable, due in full up to \$27,000,000, principal and interest at 9.50%, maturing February 1, 2028, secured by property purchased, 16600 Vanowen Street, Van Nuys, California.	<u>14,650,000</u>
Total	<u><u>\$ 31,738,960</u></u>

Future maturities of notes payable are as follows:

Year Ending June 30,	Principal
2024	\$ 114,583
2025	119,583
2026	129,167
2027	10,199,375
2028	18,016,667
Thereafter	<u>3,159,585</u>
Total	<u><u>\$ 31,738,960</u></u>

Note 5 - Bonds Payable**Charter School Facilities Revenue Bonds, Series 2014A and 2014B**

On June 26, 2014, the Organization issued \$6,020,000 in uncollateralized Charter School Facilities Revenue Bonds. The bonds mature on July 1, 2044, with interest rate ranging from 5.25 to 7.00 percent. Unamortized bonds issuance costs are amortized an effective interest rate of 5.25 percent. Proceeds of the bonds will be used for based on acquisition, construction renovation, improving, and equipping certain educational facilities. The bonds require the Organization to comply with certain financial and non-financial covenants.

\$ 5,265,000

Charter School Facilities Revenue Bonds, Series 2017A

On September 6, 2017, the Organization issued \$25,000,000 in uncollateralized Charter School Facilities Revenue Bonds. The bonds mature on July 1, 2044, with interest rate of 5.25 percent. Unamortized bonds issuance costs are amortized based on an effective interest rate of 5.25 percent. Proceeds of the bonds will be used for based on acquisition, construction renovation, improving, and equipping certain educational facilities. The bonds require the Organization to comply with certain financial and non-financial covenants.

22,750,000

Subtotal outstanding bonds

28,015,000

Bond issuance costs on Charter School Facilities Revenue Bonds,
Series 2014A and 2014B

(281,900)

Bond issuance costs on Charter School Facilities Revenue Bonds,
Series 2017A

(573,753)

Subtotal debt issuance costs on bonds

(855,653)

Total

\$ 27,159,347

Future maturities of bonds payable are as follows:

Year Ending June 30,	Principal
2024	\$ 760,000
2025	800,000
2026	845,000
2027	890,000
2028	935,000
Thereafter	23,785,000
	28,015,000
Less unamortized debt issuance costs	(855,653)
Total	\$ 27,159,347

Note 6 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2057 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The lease agreements also require the Organization to comply with certain covenants and to maintain certain financial ratios. As of June 30, 2023, the Organization was in compliance with all ratios and covenants.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

Magnolia Educational & Research Foundation

Notes to Consolidated Financial Statements

June 30, 2023 and 2022

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2023 were as follows:

Operating lease cost	\$ 474,437
Finance lease cost	316,020
Interest expense	62,680
Amortization of right-of-use assets	269,881
Gain (loss) on sale and leaseback transaction	26,544,376

The following table summarizes the supplemental cash flow information for the year ended June 30, 2023:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	\$ 474,876
Operating cash flows from finance leases	316,020
Financing cash flows from finance leases	309,536
Right-of-use assets obtained in exchange for lease liabilities	
Finance leases	\$ 1,374,951

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term	
Operating leases	27.4 Years
Finance leases	17.6 Years
Weighted-average discount rate	
Operating leases	4.95%
Finance leases	4.95%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2023:

	June 30, 2023	
	Operating	Finance
2024	\$ 449,662	\$ 346,998
2025	446,716	334,854
2026	202,977	334,348
2027	192,242	329,922
2028	195,014	27,228
Thereafter	124,408	-
Total lease payments	1,611,019	1,373,350
Less interest	(163,469)	(126,947)
Present value of lease liabilities	\$ 1,447,550	\$ 1,246,403

Note 7 - Revolving Loan

MSA Santa Ana has been approved by the State of California’s Charter School Facilities Program (CCSFP) for \$17,413,956 for constructing a new facility, which will cost the same amount. The State will fund 50% of the total amount of \$17,413,956; the State will fund 50% of the total project cost through a loan in the amount of \$8,706,990 and the other 50% through a grant in the amount of \$8,706,978. The loan has an annual interest rate of 3.00% and it matures 30 years after the completion of the project.

The future minimum payments are as follows:

Year Ending June 30,	Principal
2024	\$ 246,906
2025	251,869
2026	256,931
2027	262,096
2028	267,364
Thereafter	6,039,254
Total	\$ 7,324,420

Note 8 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers’ Retirement System (CalSTRS) and classified employees are members of the California Public Employees’ Retirement System (CalPERS).

The details of each plan are as follows:

California State Teachers’ Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers’ Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2021, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/member-publications>.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2023, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire date	December 31, 2012	January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2023, are presented above and the Organization's total contributions were \$4,146,658.

California Public Employees Retirement System (CalPERS)**Plan Description**

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2021, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at:

<https://www.calpers.ca.gov/page/forms-publications>.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2023, are summarized as follows:

	<u>School Employer Pool (CalPERS)</u>	
	On or before December 31, 2012	On or after January 1, 2013
Hire date		
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	8.00%
Required employer contribution rate	25.37%	25.37%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Organization is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2023, are presented above and the total Organization's contributions were \$1,571,974.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of \$2,036,828 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) are covered by social security or an alternative plan. The Organization has elected to use the social security as its alternative plan.

Note 9 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of \$5,461,600. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through December 15, 2023, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.



Supplementary Information
June 30, 2023

Magnolia Educational & Research Foundation

Magnolia Educational & Research Foundation
Consolidated Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Agriculture Passed Through California Department of Education (CDE) COVID-19: Pandemic EBT Local Administrative Grant	10.649	15644	\$ 9,405
Total U.S. Department of Agriculture			<u>9,405</u>
U.S. Federal Communications Commission COVID-19: Emergency Connectivity Funds	32.009	[1]	<u>164,933</u>
Total U.S. Federal Communications Commission			<u>164,933</u>
U.S. Department of Education Passed Through CDE Title I, Part A	84.010	14329	<u>1,309,220</u>
Special Education Cluster (IDEA) Special Education Grants to States - Basic Local Assistance	84.027	13379	<u>747,603</u>
Total Special Education Cluster (IDEA)			<u>747,603</u>
State Charter School Facilities Incentive Grant Program	84.282	15385	62,551
English Language Acquisition State Grants - ISP	84.365	15146	4,073
English Language Acquisition State Grants - LEP	84.365	14346	<u>97,703</u>
Subtotal			<u>101,776</u>
Supporting Effective Instruction State Grants - Teacher Quality	84.367	14341	159,452
Student Support and Academic Enrichment Program	84.424	15396	126,934

Magnolia Educational & Research Foundation
 Consolidated Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
COVID-19: Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	\$ 638,325
COVID-19: ARP Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Learning Loss	84.425U	10155	1,294,702
COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425D	15559	2,737,419
COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund: State Reserve, Emergency Needs	84.425D	15620	32,424
COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund: State Reserve, Learning Loss	84.425D	15621	14,653
COVID-19: Elementary and Secondary School Emergency Relief III (ESSER III) Fund State Reserve Summer Learning Programs	84.425D	15619	85,759
COVID-19: ARP Homeless Children and Youth II (ARP HYC II)	84.425W	15566	<u>2,609</u>
Subtotal			<u>4,805,891</u>
Total U.S. Department of Education			<u>7,313,427</u>

Magnolia Educational & Research Foundation
 Consolidated Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Passed Through California Department of Health and Human Services			
Child Care and Development Fund Cluster			
COVID-19: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	[1]	<u>\$ 7,802</u>
Total U.S. Department of Health and Human Services			<u>7,802</u>
Total Federal Financial Assistance			<u><u>\$ 7,495,567</u></u>

ORGANIZATION

The Organization operates ten schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2023, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Magnolia Science Academy	0438	Los Angeles County Office of Education	June 30, 2024	6 - 12	694
Magnolia Science Academy 2	0906	Los Angeles County Office of Education	June 30, 2024	6 - 12	511
Magnolia Science Academy 3	0917	Los Angeles County Office of Education	June 30, 2024	6 - 12	379
Magnolia Science Academy 4	0986	Los Angeles Unified School District	June 30, 2025	9 - 12	102
Magnolia Science Academy 5	0987	Los Angeles County Office of Education	June 30, 2025	6 - 12	238
Magnolia Science Academy 6	0988	Los Angeles Unified School District	June 30, 2026	6 - 8	91
Magnolia Science Academy 7	0989	Los Angeles Unified School District	June 30, 2026	K - 5	263
Magnolia Science Academy Bell	1236	Los Angeles Unified School District	June 30, 2027	6 - 8	384
Magnolia Science Academy Santa Ana	1686	California Department of Education	June 30, 2026	K - 12	502
Magnolia Science Academy San Diego	0698	San Diego Unified School District	June 30, 2027	6 - 8	422

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Mekan Muhammedov	Chair	April 2025
Sandra Covarrubias	Vice Chair	August 2027
Umit Yapanel, Ph.D.	Member	October 2027
Salih Dikbas, Ph.D.	Member	December 2024
Diane Gonzalez	Member	December 2024
Esra Eldem-Tunc	Member	June 2027

ADMINISTRATION

Alfredo Rubalcava	Chief Executive Officer and Superintendent
Steve Budhreja	Chief Financial Officer

Magnolia Educational & Research Foundation
 Schedule of Average Daily Attendance
 Year Ended June 30, 2023

Magnolia Science Academy

	Second Period Report B1707EC1	Annual Report 8A5CAA5D
Regular ADA		
Sixth	100.34	101.56
Seventh and eighth	224.17	225.21
Ninth through twelfth	324.60	322.85
Total Regular ADA	649.11	649.62
Classroom Based ADA		
Sixth	100.34	101.56
Seventh and eighth	224.17	225.21
Ninth through twelfth	324.39	322.63
Total Classroom Based ADA	648.90	649.40

Magnolia Science Academy 2

	Second Period Report 26A843282	Annual Report A0B2E52
Regular ADA		
Sixth	97.83	97.64
Seventh and eighth	180.84	181.44
Ninth through twelfth	194.56	194.16
Total Regular ADA	473.23	473.24
Classroom Based ADA		
Sixth	97.54	97.22
Seventh and eighth	178.77	179.60
Ninth through twelfth	192.30	191.41
Total Classroom Based ADA	468.61	468.23

Magnolia Educational & Research Foundation
 Schedule of Average Daily Attendance
 Year Ended June 30, 2023

Magnolia Science Academy 3

	Second Period Report 2CCFC36	Annual Report F6928C0B
Regular ADA		
Sixth	30.93	29.72
Seventh and eighth	110.67	110.27
Ninth through twelfth	198.00	196.20
Total Regular ADA	339.60	336.19
Classroom Based ADA		
Sixth	30.87	29.65
Seventh and eighth	110.60	110.22
Ninth through twelfth	195.99	194.15
Total Classroom Based ADA	337.46	334.02

Magnolia Science Academy 4

	Second Period Report 7C0247EC	Annual Report 1B409AA5
Regular ADA		
Ninth through twelfth	93.21	93.36
Classroom Based ADA		
Ninth through twelfth	88.30	93.36

Magnolia Educational & Research Foundation
 Schedule of Average Daily Attendance
 Year Ended June 30, 2023

Magnolia Science Academy 5

	<u>Second Period Report B7F8AD32</u>	<u>Annual Report 6F4989F2</u>
Regular ADA		
Sixth	24.81	24.42
Seventh and eighth	76.87	77.52
Ninth through twelfth	<u>110.19</u>	<u>109.19</u>
Total Regular ADA	<u><u>211.87</u></u>	<u><u>211.13</u></u>
Classroom Based ADA		
Sixth	24.81	24.42
Seventh and eighth	76.87	77.52
Ninth through twelfth	<u>110.19</u>	<u>109.14</u>
Total Classroom Based ADA	<u><u>211.87</u></u>	<u><u>211.08</u></u>

Magnolia Science Academy 6

	<u>Second Period Report 5F6D779</u>	<u>Annual Report 1EDAA049</u>
Regular ADA		
Sixth	31.80	32.41
Seventh and eighth	<u>51.47</u>	<u>51.71</u>
Total Regular ADA	<u><u>83.27</u></u>	<u><u>84.12</u></u>
Classroom Based ADA		
Sixth	31.80	32.41
Seventh and eighth	<u>51.47</u>	<u>51.71</u>
Total Classroom Based ADA	<u><u>83.27</u></u>	<u><u>84.12</u></u>

Magnolia Educational & Research Foundation
Schedule of Average Daily Attendance
Year Ended June 30, 2023

Magnolia Science Academy 7

	<u>Second Period Report B060EB7</u>	<u>Annual Report 9B274366</u>
Regular ADA		
Transitional kindergarten through third	158.58	159.29
Fourth through fifth	85.32	85.47
Total regular ADA	243.90	244.76
Classroom Based ADA		
Transitional kindergarten through third	158.45	159.29
Fourth through fifth	85.29	85.47
Total classroom based ADA	243.74	244.76

Magnolia Science Academy Bell

	<u>Second Period Report CD56468D</u>	<u>Annual Report 8C735C19</u>
Regular ADA		
Sixth	92.19	92.00
Seventh and eighth	260.37	260.07
Total Regular ADA	352.56	352.07
Classroom Based ADA		
Sixth	92.19	92.00
Seventh and eighth	260.31	260.07
Total Classroom Based ADA	352.50	352.07

Magnolia Educational & Research Foundation
Schedule of Average Daily Attendance
Year Ended June 30, 2023

Magnolia Science Academy Santa Ana

	<u>Second Period Report 31CCC3CD</u>	<u>Annual Report CF024CE7</u>
Regular ADA		
Transitional kindergarten through third	119.32	119.55
Fourth through sixth	113.52	113.63
Seventh and eighth	78.41	78.28
Ninth through twelfth	155.47	154.49
Total Regular ADA	466.72	465.95
Classroom Based ADA		
Transitional kindergarten through third	118.24	118.57
Fourth through sixth	112.90	113.11
Seventh and eighth	78.15	78.07
Ninth through twelfth	154.83	153.94
Total Classroom Based ADA	464.12	463.69

Magnolia Science Academy San Diego

	<u>Second Period Report 26ED40D</u>	<u>Annual Report CCDE8ABF</u>
Regular ADA		
Sixth	118.11	118.54
Seventh and eighth	271.85	271.74
Total Regular ADA	389.96	390.28
Classroom Based ADA		
Sixth	118.11	118.54
Seventh and eighth	271.85	271.74
Total Classroom Based ADA	389.96	390.28

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2023

Magnolia Science Academy

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		65,236	-	65,236	185	-	-	185	Complied
Grade 7		66,564	-	66,564	185	-	-	185	Complied
Grade 8		66,564	-	66,564	185	-	-	185	Complied
Grades 9 - 12	64,800								
Grade 9		66,564	-	66,564	185	-	-	185	Complied
Grade 10		66,564	-	66,564	185	-	-	185	Complied
Grade 11		66,564	-	66,564	185	-	-	185	Complied
Grade 12		66,564	-	66,564	185	-	-	185	Complied

Magnolia Science Academy 2

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		65,240	-	65,240	185	-	-	185	Complied
Grade 7		65,240	-	65,240	185	-	-	185	Complied
Grade 8		65,240	-	65,240	185	-	-	185	Complied
Grades 9 - 12	64,800								
Grade 9		65,240	-	65,240	185	-	-	185	Complied
Grade 10		65,240	-	65,240	185	-	-	185	Complied
Grade 11		65,240	-	65,240	185	-	-	185	Complied
Grade 12		65,240	-	65,240	185	-	-	185	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2023

Magnolia Science Academy 3

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		65,910	-	65,910	185	-	-	185	Complied
Grade 7		65,910	-	65,910	185	-	-	185	Complied
Grade 8		65,910	-	65,910	185	-	-	185	Complied
Grades 9 - 12	64,800								
Grade 9		65,910	-	65,910	185	-	-	185	Complied
Grade 10		65,910	-	65,910	185	-	-	185	Complied
Grade 11		65,910	-	65,910	185	-	-	185	Complied
Grade 12		65,910	-	65,910	185	-	-	185	Complied

Magnolia Science Academy 4

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 9 - 12	64,800								
Grade 9		65,919	-	65,919	185	-	-	185	Complied
Grade 10		65,919	-	65,919	185	-	-	185	Complied
Grade 11		65,919	-	65,919	185	-	-	185	Complied
Grade 12		65,919	-	65,919	185	-	-	185	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2023

Magnolia Science Academy 5

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		65,260	-	65,260	185	-	-	185	Complied
Grade 7		65,260	-	65,260	185	-	-	185	Complied
Grade 8		65,260	-	65,260	185	-	-	185	Complied
Grades 9 - 12	64,800								
Grade 9		65,260	-	65,260	185	-	-	185	Complied
Grade 10		65,260	-	65,260	185	-	-	185	Complied
Grade 11		65,260	-	65,260	185	-	-	185	Complied
Grade 12		65,260	-	65,260	185	-	-	185	Complied

Magnolia Science Academy 6

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		55,750	-	55,750	180	-	-	180	Complied
Grade 7		55,750	-	55,750	180	-	-	180	Complied
Grade 8		55,750	-	55,750	180	-	-	180	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2023

Magnolia Science Academy 7

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Kindergarten	36,000	56,220	-	56,220	180	-	-	180	Complied
Grades 1 - 3	50,400								
Grade 1		56,220	-	56,220	180	-	-	180	Complied
Grade 2		56,220	-	56,220	180	-	-	180	Complied
Grade 3		56,220	-	56,220	180	-	-	180	Complied
Grades 4 - 5	54,000								
Grade 4		56,220	-	56,220	180	-	-	180	Complied
Grade 5		56,220	-	56,220	180	-	-	180	Complied

Magnolia Science Academy Bell

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		59,265	-	59,265	180	-	-	180	Complied
Grade 7		59,265	-	59,265	180	-	-	180	Complied
Grade 8		59,265	-	59,265	180	-	-	180	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2023

Magnolia Science Academy Santa Ana

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Kindergarten	36,000	56,305	-	56,305	179	-	-	179	Complied
Grades 1 - 3	50,400								
Grade 1		56,305	-	56,305	179	-	-	179	Complied
Grade 2		56,305	-	56,305	179	-	-	179	Complied
Grade 3		56,305	-	56,305	179	-	-	179	Complied
Grades 6 - 8	54,000								
Grade 4		56,305	-	56,305	179	-	-	179	Complied
Grade 5		56,305	-	56,305	179	-	-	179	Complied
Grade 6		56,305	-	56,305	179	-	-	179	Complied
Grade 7		65,400	-	65,400	179	-	-	179	Complied
Grade 8		65,400	-	65,400	179	-	-	179	Complied
Grades 9 - 12	64,800								
Grade 9		65,400	-	65,400	179	-	-	179	Complied
Grade 10		65,400	-	65,400	179	-	-	179	Complied
Grade 11		65,400	-	65,400	179	-	-	179	Complied
Grade 12		65,400	-	65,400	179	-	-	179	Complied

Magnolia Educational & Research Foundation

Schedule of Instructional Time

Year Ended June 30, 2023

Magnolia Science Academy San Diego

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grades 6 - 8	54,000								
Grade 6		60,377	-	60,377	180	-	-	180	Complied
Grade 7		60,377	-	60,377	180	-	-	180	Complied
Grade 8		60,377	-	60,377	180	-	-	180	Complied

Magnolia Educational & Research Foundation
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2023

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2023.

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2023 and 2022

	MERF	MSA	MSA 2
Assets			
Current assets			
Cash and cash equivalents	\$ 1,880,254	\$ 7,082,543	\$ 3,171,900
Receivables	2,480,183	4,189,553	2,909,769
Intra-entity receivable	471,764	687,436	69,948
Prepaid expenses	25,872	16,765	175,858
Total current assets	<u>4,858,073</u>	<u>11,976,297</u>	<u>6,327,475</u>
Non-current assets			
Security deposit	100,000	-	-
Capital contribution	-	161,923	-
Restricted cash	-	-	-
Property and equipment	13,526	4,913,790	155,694
Operating lease right-of-use asset	903,794	6,613,841	11,793
Finance lease right-of-use asset	-	17,652,472	23,261,322
Total non-current assets	<u>1,017,320</u>	<u>29,342,026</u>	<u>23,428,809</u>
Total assets	<u>\$ 5,875,393</u>	<u>\$ 41,318,323</u>	<u>\$ 29,756,284</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 697,132	\$ 3,910,316	\$ 2,024,718
Accrued compensated absences	-	80,781	66,454
Interest payable	-	-	-
Refundable advance	-	2,063,481	1,386,790
Intra-entity payable	711,847	571,540	67,269
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of operating lease liability	158,987	295,278	4,985
Current portion of finance lease liability	-	62,618	139,153
Current portion of revolving loan	-	-	-
Total current liabilities	<u>1,567,966</u>	<u>6,984,014</u>	<u>3,689,369</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Operating lease liability, less current portion	744,368	5,683,324	6,808
Finance lease liability, less current portion	-	17,645,200	20,417,847
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>744,368</u>	<u>23,328,524</u>	<u>20,424,655</u>
Total liabilities	<u>2,312,334</u>	<u>30,312,538</u>	<u>24,114,024</u>
Net Assets			
Without donor restrictions	<u>3,563,059</u>	<u>11,005,785</u>	<u>5,642,260</u>
Total liabilities and net assets	<u>\$ 5,875,393</u>	<u>\$ 41,318,323</u>	<u>\$ 29,756,284</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2023 and 2022

	MSA 3	MSA 4	MSA 5
Assets			
Current assets			
Cash and cash equivalents	\$ 3,240,633	\$ 1,599,759	\$ 4,234,391
Receivables	2,076,614	626,957	1,533,034
Intra-entity receivable	21,485	102,315	399,172
Prepaid expenses	12,709	14,171	12,000
Total current assets	<u>5,351,441</u>	<u>2,343,202</u>	<u>6,178,597</u>
Non-current assets			
Security deposit	-	-	-
Capital contribution	-	-	-
Restricted cash	-	-	-
Property and equipment	228,117	46,751	1,173,214
Operating lease right-of-use asset	2,231	11,932	216,846
Finance lease right-of-use asset	14,809	-	-
Total non-current assets	<u>245,157</u>	<u>58,683</u>	<u>1,390,060</u>
Total assets	<u>\$ 5,596,598</u>	<u>\$ 2,401,885</u>	<u>\$ 7,568,657</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 1,443,844	\$ 548,657	\$ 1,068,863
Accrued compensated absences	54,172	23,820	26,624
Interest payable	-	-	-
Refundable advance	793,052	340,058	746,934
Intra-entity payable	34,374	28,545	176,897
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of operating lease liability	2,231	3,374	245,899
Current portion of finance lease liability	5,911	-	-
Current portion of revolving loan	-	-	-
Total current liabilities	<u>2,333,584</u>	<u>944,454</u>	<u>2,265,217</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Operating lease liability, less current portion	-	8,558	-
Finance lease liability, less current portion	8,898	-	-
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>8,898</u>	<u>8,558</u>	<u>-</u>
Total liabilities	<u>2,342,482</u>	<u>953,012</u>	<u>2,265,217</u>
Net Assets			
Without donor restrictions	<u>3,254,116</u>	<u>1,448,873</u>	<u>5,303,440</u>
Total liabilities and net assets	<u>\$ 5,596,598</u>	<u>\$ 2,401,885</u>	<u>\$ 7,568,657</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2023 and 2022

	MSA 6	MSA 7	MSA Bell
Assets			
Current assets			
Cash and cash equivalents	\$ 2,993,077	\$ 2,865,843	\$ 6,786,891
Receivables	509,835	1,452,925	2,174,059
Intra-entity receivable	23,563	82,584	1,014,263
Prepaid expenses	12,521	37,856	12,274
Total current assets	<u>3,538,996</u>	<u>4,439,208</u>	<u>9,987,487</u>
Non-current assets			
Security deposit	10,000	-	-
Capital contribution	-	-	-
Restricted cash	-	-	-
Property and equipment	21,076	768,909	191,893
Operating lease right-of-use asset	2,651	15,623	1,527
Finance lease right-of-use asset	-	1,137,259	4,393
Total non-current assets	<u>33,727</u>	<u>1,921,791</u>	<u>197,813</u>
Total assets	<u>\$ 3,572,723</u>	<u>\$ 6,360,999</u>	<u>\$ 10,185,300</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 401,385	\$ 709,893	\$ 1,517,057
Accrued compensated absences	35,901	30,404	44,894
Interest payable	-	-	-
Refundable advance	256,997	1,126,025	931,151
Intra-entity payable	26,856	66,249	81,397
Current portion of notes payable	-	-	-
Current portion of bonds payable	-	-	-
Current portion of operating lease liability	2,651	5,102	1,526
Current portion of finance lease liability	-	247,428	1,421
Current portion of revolving loan	-	-	-
Total current liabilities	<u>723,790</u>	<u>2,185,101</u>	<u>2,577,446</u>
Long-term liabilities			
Notes payable, less current portion	-	-	-
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	-
Operating lease liability, less current portion	-	10,521	-
Finance lease liability, less current portion	-	906,283	2,973
Revolving loan, less current portion	-	-	-
Total long-term liabilities	<u>-</u>	<u>916,804</u>	<u>2,973</u>
Total liabilities	<u>723,790</u>	<u>3,101,905</u>	<u>2,580,419</u>
Net Assets			
Without donor restrictions	<u>2,848,933</u>	<u>3,259,094</u>	<u>7,604,881</u>
Total liabilities and net assets	<u>\$ 3,572,723</u>	<u>\$ 6,360,999</u>	<u>\$ 10,185,300</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2023 and 2022

	MSA Santa Ana	MSA San Diego	MPM Inc. / LLC
Assets			
Current assets			
Cash and cash equivalents	\$ 3,317,444	\$ 1,964,663	\$ 2,380,318
Receivables	1,520,016	1,225,382	51,046,588
Intra-entity receivable	86,927	18,485	-
Prepaid expenses	16,261	13,158	-
Total current assets	<u>4,940,648</u>	<u>3,221,688</u>	<u>53,426,906</u>
Non-current assets			
Security deposit	-	-	-
Capital contribution	75,554	198,191	-
Restricted cash	-	-	2,314,749
Property and equipment	19,139,607	182,123	53,424,346
Operating lease right-of-use asset	11,808	470,748	-
Finance lease right-of-use asset	-	6,616,661	-
Total non-current assets	<u>19,226,969</u>	<u>7,467,723</u>	<u>55,739,095</u>
Total assets	<u>\$ 24,167,617</u>	<u>\$ 10,689,411</u>	<u>\$ 109,166,001</u>
Liabilities			
Current liabilities			
Accounts payable	\$ 1,031,294	\$ 965,163	\$ -
Accrued compensated absences	74,886	35,852	-
Interest payable	-	-	-
Refundable advance	1,731,798	640,149	449,780
Intra-entity payable	691,776	521,192	-
Current portion of notes payable	114,583	-	-
Current portion of bonds payable	-	-	760,000
Current portion of operating lease liability	5,297	230,285	-
Current portion of finance lease liability	-	165,389	-
Current portion of revolving loan	246,906	-	-
Total current liabilities	<u>3,896,540</u>	<u>2,558,030</u>	<u>1,209,780</u>
Long-term liabilities			
Notes payable, less current portion	3,659,585	-	27,964,792
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	-	26,399,347
Operating lease liability, less current portion	6,512	240,463	-
Finance lease liability, less current portion	-	6,481,251	-
Revolving loan, less current portion	7,077,514	-	-
Total long-term liabilities	<u>10,743,611</u>	<u>6,721,714</u>	<u>54,364,139</u>
Total liabilities	<u>14,640,151</u>	<u>9,279,744</u>	<u>55,573,919</u>
Net Assets			
Without donor restrictions	<u>9,527,466</u>	<u>1,409,667</u>	<u>53,592,082</u>
Total liabilities and net assets	<u>\$ 24,167,617</u>	<u>\$ 10,689,411</u>	<u>\$ 109,166,001</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Financial Position
June 30, 2023 and 2022

	Eliminations	2023 Consolidated	2022 Consolidated
Assets			
Current assets			
Cash and cash equivalents	\$ -	\$ 41,517,716	\$ 29,396,853
Receivables	(52,971,361)	18,773,554	13,717,155
Intra-entity receivable	(2,977,942)	-	-
Prepaid expenses	-	349,445	59,413
Total current assets	<u>(55,949,303)</u>	<u>60,640,715</u>	<u>43,173,421</u>
Non-current assets			
Security deposit	-	110,000	110,000
Capital contribution	(435,668)	-	-
Restricted cash	-	2,314,749	2,281,161
Property and equipment	-	80,259,046	52,199,330
Operating lease right-of-use asset	(6,814,804)	1,447,990	-
Finance lease right-of-use asset	(47,456,968)	1,229,948	-
Total non-current assets	<u>(54,707,440)</u>	<u>85,361,733</u>	<u>54,590,491</u>
Total assets	<u>\$ (110,656,743)</u>	<u>\$ 146,002,448</u>	<u>\$ 97,763,912</u>
Liabilities			
Current liabilities			
Accounts payable	\$ (1,924,773)	\$ 12,393,549	\$ 6,235,358
Accrued compensated absences	-	473,788	637,430
Interest payable	-	-	50,443
Refundable advance	-	10,466,215	3,853,442
Intra-entity payable	(2,977,942)	-	-
Current portion of notes payable	-	114,583	109,583
Current portion of bonds payable	-	760,000	720,000
Current portion of operating lease liability	(526,294)	429,321	-
Current portion of finance lease liability	(329,168)	292,752	-
Current portion of revolving loan	-	246,906	242,040
Total current liabilities	<u>(5,758,177)</u>	<u>25,177,114</u>	<u>11,848,296</u>
Long-term liabilities			
Notes payable, less current portion	-	31,624,377	3,774,168
Bonds payable, less current portion and net of unamortized bond issuance costs and bond premium	-	26,399,347	27,120,454
Operating lease liability, less current portion	(5,682,325)	1,018,229	-
Finance lease liability, less current portion	(44,508,801)	953,651	-
Revolving loan, less current portion	-	7,077,514	7,324,420
Total long-term liabilities	<u>(50,191,126)</u>	<u>67,073,118</u>	<u>38,219,042</u>
Total liabilities	<u>(55,949,303)</u>	<u>92,250,232</u>	<u>50,067,338</u>
Net Assets			
Without donor restrictions	<u>(54,707,440)</u>	<u>53,752,216</u>	<u>47,696,574</u>
Total liabilities and net assets	<u>\$ (110,656,743)</u>	<u>\$ 146,002,448</u>	<u>\$ 97,763,912</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2023 and 2022

	<u>MERF</u>	<u>MSA</u>	<u>MSA 2</u>
Support and Revenues			
Local Control Funding Formula	\$ -	\$ 9,322,669	\$ 6,626,189
Federal revenue	-	1,776,423	1,666,685
Other state revenue	148,875	2,910,588	1,445,656
Local revenues	7,710,514	1,513,944	793,309
Interest income	33,659	72,986	47,362
Rental income	-	-	-
Fundraising revenue	54,838	54,440	44,017
	<u>7,947,886</u>	<u>15,651,050</u>	<u>10,623,218</u>
Expenses			
Program services	1,222,726	9,101,734	5,296,975
Management and general	5,550,535	4,971,128	3,489,025
	<u>6,773,261</u>	<u>14,072,862</u>	<u>8,786,000</u>
Change in Net Assets before intra-entity transfers	<u>1,174,625</u>	<u>1,578,188</u>	<u>1,837,218</u>
Intra-Entity Transfers			
Transfer in	37,677	-	-
Transfer out	(40,106)	(100,879)	-
	<u>1,172,196</u>	<u>1,477,309</u>	<u>1,837,218</u>
Change in Net Assets	<u>1,172,196</u>	<u>1,477,309</u>	<u>1,837,218</u>
Net Assets, Beginning of Year	<u>2,390,863</u>	<u>9,528,476</u>	<u>3,805,042</u>
Net Assets, End of Year	<u>\$ 3,563,059</u>	<u>\$ 11,005,785</u>	<u>\$ 5,642,260</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2023 and 2022

	<u>MSA 3</u>	<u>MSA 4</u>	<u>MSA 5</u>
Support and Revenues			
Local Control Funding Formula	\$ 4,545,970	\$ 1,466,672	\$ 3,078,104
Federal revenue	388,590	176,284	718,937
Other state revenue	2,323,598	647,944	1,651,872
Local revenues	817,784	362,429	486,215
Interest income	50,513	16,985	38,307
Rental income	-	-	-
Fundraising revenue	9,516	6,735	21,571
	<u>8,135,971</u>	<u>2,677,049</u>	<u>5,995,006</u>
Expenses			
Program services	4,692,934	1,765,588	2,941,887
Management and general	2,835,515	811,604	1,444,281
	<u>7,528,449</u>	<u>2,577,192</u>	<u>4,386,168</u>
Change in Net Assets before intra-entity transfers	<u>607,522</u>	<u>99,857</u>	<u>1,608,838</u>
Intra-Entity Transfers			
Transfer in	-	-	-
Transfer out	-	-	-
	<u>607,522</u>	<u>99,857</u>	<u>1,608,838</u>
Change in Net Assets	<u>607,522</u>	<u>99,857</u>	<u>1,608,838</u>
Net Assets, Beginning of Year	<u>2,646,594</u>	<u>1,349,016</u>	<u>3,694,602</u>
Net Assets, End of Year	<u>\$ 3,254,116</u>	<u>\$ 1,448,873</u>	<u>\$ 5,303,440</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2023 and 2022

	<u>MSA 6</u>	<u>MSA 7</u>	<u>MSA Bell</u>
Support and Revenues			
Local Control Funding Formula	\$ 1,094,325	\$ 3,280,859	\$ 4,583,567
Federal revenue	164,062	625,260	1,137,416
Other state revenue	1,278,388	1,503,660	2,069,897
Local revenues	307,397	758,888	1,125,632
Interest income	14,161	32,382	55,512
Rental income	-	-	-
Fundraising revenue	14,012	10,567	7,464
	<u>2,872,345</u>	<u>6,211,616</u>	<u>8,979,488</u>
Total support and revenues			
Expenses			
Program services	1,517,736	3,817,551	4,624,872
Management and general	945,797	1,749,619	3,182,579
	<u>2,463,533</u>	<u>5,567,170</u>	<u>7,807,451</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>408,812</u>	<u>644,446</u>	<u>1,172,037</u>
Intra-Entity Transfers			
Transfer in	-	-	-
Transfer out	-	-	-
	<u>408,812</u>	<u>644,446</u>	<u>1,172,037</u>
Change in Net Assets			
Net Assets, Beginning of Year	<u>2,440,121</u>	<u>2,614,648</u>	<u>6,432,844</u>
Net Assets, End of Year	<u>\$ 2,848,933</u>	<u>\$ 3,259,094</u>	<u>\$ 7,604,881</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2023 and 2022

	MSA Santa Ana	MSA Santa Diego	MPM Inc. / LLC
Support and Revenues			
Local Control Funding Formula	\$ 6,429,994	\$ 3,999,105	\$ -
Federal revenue	614,825	227,085	-
Other state revenue	2,725,136	1,075,816	-
Local revenues	1,038,992	607,627	43,392,105
Interest income	76,566	46,999	-
Rental income	-	-	10,031,091
Fundraising revenue	60,986	58,499	-
	<u>10,946,499</u>	<u>6,015,131</u>	<u>53,423,196</u>
Expenses			
Program services	7,916,047	4,482,027	2,358,850
Management and general	2,975,077	1,417,547	39,407
	<u>10,891,124</u>	<u>5,899,574</u>	<u>2,398,257</u>
Change in Net Assets before intra-entity transfers	<u>55,375</u>	<u>115,557</u>	<u>51,024,939</u>
Intra-Entity Transfers			
Transfer in	-	-	257,444
Transfer out	(41,459)	(75,000)	(37,677)
	<u>13,916</u>	<u>40,557</u>	<u>51,244,706</u>
Change in Net Assets	<u>13,916</u>	<u>40,557</u>	<u>51,244,706</u>
Net Assets, Beginning of Year	<u>9,513,550</u>	<u>1,369,110</u>	<u>2,347,376</u>
Net Assets, End of Year	<u>\$ 9,527,466</u>	<u>\$ 1,409,667</u>	<u>\$ 53,592,082</u>

Magnolia Educational & Research Foundation
Consolidating Statement of Activities
Year Ended June 30, 2023 and 2022

	Eliminations	2023 <u>Consolidated</u>	2022 <u>Consolidated</u>
Support and Revenues			
Local Control Funding Formula	\$ -	\$ 44,427,454	\$ 42,193,195
Federal revenue	-	7,495,567	13,322,665
Other state revenue	-	17,781,430	9,930,146
Local revenues	(54,079,215)	4,835,621	577,511
Interest income	-	485,432	35,200
Rental income	(10,031,091)	-	-
Fundraising revenue	-	342,645	172,999
	<u>(64,110,306)</u>	<u>75,368,149</u>	<u>66,231,716</u>
Total support and revenues			
Expenses			
Program services	(779,177)	48,959,750	44,379,556
Management and general	(9,059,357)	20,352,757	17,832,402
	<u>(9,838,534)</u>	<u>69,312,507</u>	<u>62,211,958</u>
Total expenses			
Change in Net Assets before intra-entity transfers	<u>(54,271,772)</u>	<u>6,055,642</u>	<u>4,019,758</u>
Intra-Entity Transfers			
Transfer in	(295,121)	-	-
Transfer out	295,121	-	-
	<u>(54,271,772)</u>	<u>6,055,642</u>	<u>4,019,758</u>
Change in Net Assets			
Net Assets, Beginning of Year	<u>(435,668)</u>	<u>47,696,574</u>	<u>43,676,816</u>
Net Assets, End of Year	<u>\$ (54,707,440)</u>	<u>\$ 53,752,216</u>	<u>\$ 47,696,574</u>

Magnolia Educational & Research Foundation
Foundation Only Comparative Statement of Financial Position
June 30, 2023 and 2022

	2023	2022
Assets		
Current assets		
Cash	\$ 1,880,254	\$ 3,494,526
Receivables	2,480,183	-
Intra-entity receivable	471,764	734,106
Prepaid expenses	25,872	18,355
Total current assets	4,858,073	4,246,987
Non-current assets		
Security deposit	100,000	100,000
Property and equipment	13,526	14,041
Operating lease right-of-use asset	903,794	-
Total non-current assets	1,017,320	114,041
Total assets	\$ 5,875,393	\$ 4,361,028
Liabilities		
Current liabilities		
Accounts payable	\$ 697,132	\$ 404,868
Intra-entity payable	711,847	1,565,297
Current portion of operating lease liability	158,987	-
Total current liabilities	1,567,966	1,970,165
Long-term liabilities		
Operating lease liability, less current portion	744,368	-
Total liabilities	2,312,334	1,970,165
Net Assets		
Without donor restrictions	3,563,059	2,390,863
Total liabilities and net assets	\$ 5,875,393	\$ 4,361,028

Magnolia Educational & Research Foundation
Foundation Only Comparative Statement of Activities
Year Ended June 30, 2023 and 2022

	2023	2022
Support and Revenues		
Other state revenue	\$ 148,875	\$ 123,328
Local revenues	7,710,514	5,710,685
Interest income	33,659	-
Fundraising revenue	54,838	2,303
Total support and revenues	7,947,886	6,274,938
Expenses		
Program services	1,222,726	1,729,395
Management and general	5,550,535	5,033,976
Total expenses	6,773,261	6,763,371
Change in Net Assets before intra-entity transfers	1,174,625	(488,433)
Intra-entity transfers		
Transfer in	37,677	25,717
Transfer out	(40,106)	(104,452)
Change in Net Assets	1,172,196	(567,168)
Net Assets, Beginning of Year	2,390,863	2,958,031
Net Assets, End of Year	\$ 3,563,059	\$ 2,390,863

Debt Service Coverage

Net income	\$ 6,055,642
Depreciation and amortization	2,638,076
Management fees (50%)	3,400,169
Rent	3,049,873
Income Available for Coverage	15,143,760
Debt Service	3,049,873
Debt Service Coverage	4.97
Limit	1.10
Compliance	Yes

Consolidated Days Cash on Hand

Total Expenses	\$ 69,312,507
Depreciation and amortization	2,638,076
Cash Expenses	66,674,431
Expense/Day	182,670
Cash	41,517,716
Days Cash on Hand	227
Limit	45
Compliance	Yes

Magnolia Educational & Research Foundation
Consolidating Schedule of Property and Equipment
Year Ended June 30, 2023

	MERF	MSA	MSA 2	MSA 3	MSA 4	MSA 5	MSA 6
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leasehold improvements	-	3,870,204	-	-	-	-	-
Building	-	648,676	10,061	-	-	-	-
Computer and equipment	134,513	860,707	924,214	617,313	304,072	430,937	263,305
Work in progress	-	564,571	-	94,517	-	1,088,000	-
Total property and equipment	134,513	5,944,158	934,275	711,830	304,072	1,518,937	263,305
Less accumulated depreciation	(120,987)	(1,030,368)	(778,581)	(483,713)	(257,321)	(345,723)	(242,229)
Total	<u>\$ 13,526</u>	<u>\$ 4,913,790</u>	<u>\$ 155,694</u>	<u>\$ 228,117</u>	<u>\$ 46,751</u>	<u>\$ 1,173,214</u>	<u>\$ 21,076</u>

Magnolia Educational & Research Foundation
Consolidating Schedule of Property and Equipment
Year Ended June 30, 2023

	MSA 7	MSA Bell	MSA Santa Ana	MSA San Diego	MPM Inc. / LLC	2023 Consolidated	2022 Consolidated
Land	\$ -	\$ -	\$ -	\$ -	\$ 26,531,646	\$ 26,531,646	\$ 2,566,854
Leasehold improvements	18,859	-	296,486	-	-	4,185,549	3,545,828
Building	497,294	-	22,352,893	-	30,189,536	53,698,460	49,276,682
Computer and equipment	228,173	932,750	936,243	770,303	-	6,402,530	6,315,230
Work in progress	343,263	-	-	-	162,772	2,253,123	668,926
Total property and equipment	1,087,589	932,750	23,585,622	770,303	56,883,954	93,071,308	62,373,520
Less accumulated depreciation	(318,680)	(740,857)	(4,446,015)	(588,180)	(3,459,608)	(12,812,262)	(10,174,190)
Total	\$ 768,909	\$ 191,893	\$ 19,139,607	\$ 182,123	\$ 53,424,346	\$ 80,259,046	\$ 52,199,330

Note 1 - Purpose of Supplementary Schedules

Consolidated Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying consolidated schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2023. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The Organization has not elected to use the ten percent de minimis cost rate.

Local Education Agency Organization Structure

This schedule provides information about the Organization's operations, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

California Education Code Section 47612.5 states this schedule does not apply to independent study programs; accordingly, such schedule has not been presented.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Consolidating Statement of Financial Position and Consolidating Statement of Activities

The consolidating statement of financial position and consolidating statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the consolidating statement of financial position and consolidating statement of activities are for activities between the Organization and related entities.

Foundation Only Comparative Statements

The accompanying foundation only comparative financial statements report the individual program of Magnolia Education & Research Foundation and are presented on the accrual basis of accounting.

Debt Covenants

Some of the Organization's loan agreements are subject to covenant clauses, whereby the Organization is required to meet certain key financial ratios. This schedule provides information related to the debt covenant ratios and related information.

Consolidating Schedule of Property and Equipment

The accompanying consolidating schedule of property and equipment present the comparative balances for Organization and the Subsidiaries property and equipment.



Independent Auditor's Reports
June 30, 2023

**Magnolia Educational &
Research Foundation**



Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the consolidated financial statements of Magnolia Educational & Research Foundation (the Organization), which comprise the consolidated statement of financial position as of June 30, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 15, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Sully LLP".

Rancho Cucamonga, California
December 15, 2023



Independent Auditor’s Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Magnolia Educational & Research Foundation’s (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization’s major federal programs for the year ended June 30, 2023. The Organization’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Rancho Cucamonga, California
December 15, 2023



Independent Auditor's Report on State Compliance

Governing Board
Magnolia Educational & Research Foundation
Los Angeles, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Magnolia Educational & Research Foundation's (the Organization) compliance with the requirements specified in the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2023.

Qualified Opinion on After School Education and Safety Program

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2023.

Unmodified Opinion on Each of the Other Programs

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2023, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Matters Giving Rise to Qualified Opinion on After School Education and Safety Program

As described in the accompanying schedule of findings and questioned costs, the Organization did not comply with requirements regarding After School Education and Safety Program described in the accompanying schedule of findings and questioned costs as item 2023-001. Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2022-2023 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	No, see below
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	No, see below
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below
Classroom Teacher Salaries	No, see below
Early Retirement Incentive	No, see below
GANN Limit Calculation	No, see below
School Accountability Report Card	No, see below
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Transportation Maintenance of Effort	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
Home to School Transportation Reimbursement	No, see below
Independent Study Certification for ADA Loss Mitigation	No, see below
School Districts, County Offices of Education, and Charter Schools	
California Clean Energy Jobs Act	No, see below
After/Before School Education and Safety Program	Yes, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	No, See Below
Immunizations	No, See Below
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	No, See Below
Transitional Kindergarten	Yes
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

Programs listed above for “Local Education Agencies Other Than Charter Schools” are not applicable to charter schools; therefore, we did not perform any related procedures.

We did not perform California Clean Energy Jobs Act procedures because the related procedures were performed in a previous year.

The Organization does not offer a Before School Education and Safety Program; therefore, we did not perform procedures related to the Before School Education and Safety Program.

The Organization does not offer an Independent Study-Course Based Program; therefore, we did not perform any procedures related to the Independent Study-Course Based Program.

The Organization’s charter schools were not listed on the immunization assessment reports; therefore, we did not perform any related procedures.

We did not perform Career Technical Education Incentive Grant procedures because the Organization did not receive funding for this grant.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are described in the accompanying schedule of findings and questioned costs as items 2023-001.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization’s response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Organization’s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be a material weakness.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-001 to be a material weakness.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The Organization's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.



Rancho Cucamonga, California
December 15, 2023



Schedule of Findings and Questioned Costs
June 30, 2023

Magnolia Educational & Research Foundation

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing Number
COVID-19: Education Stabilization Fund (ESF) Title I, Part A	84.425D, 84.425U, 84.425W 84.010
Dollar threshold used to distinguish between type A and type B programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified *
Unmodified for all programs except for the following program which was qualified	

Name of Program

* After School Education and Safety Program

None reported.

None reported.

The following finding represents instances of noncompliance relating to compliance with state laws and regulations. The finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
40000	State Compliance

2023-001 40000 – After School Education and Safety Program

Criteria or Specific Requirements

According to the California *Education Code* Section 8482.4(c)(1), a charter that receives state funding for an after-school program must report attendance to the California Department of Education (CDE) semiannually. Such reporting must be supported by attendance records supporting student participation.

Condition

The Organization compiles monthly summaries of student attendance for submission to the CDE. However, in reviewing the Organization’s monthly summary totals for the second semi-annual reporting period, it was noted that the Organization’s monthly totals as summarized did not agree with what was reported on the semi-annual report. The CDE report for the first semi-annual report shows 151 and 7,235 students served for Magnolia Science Academy 8 and Magnolia Science Academy San Diego, respectively. In contrast, the monthly summary totals for July through December 2022 shows 666 and 7,221 students served for the Magnolia Science Academy 8 and Magnolia Science Academy San Diego, respectively.

This resulted in the Organization misstated the number of students served by 501.

Charter School	Summarized Attendance Documentation	Attendance Reported to the CDE	Difference
Magnolia Science Academy 8	666	151	515
Magnolia Science Academy San Diego	7,221	7,235	(14)
			501

Questioned Costs

Under the provisions of the program, there are no questioned costs associated with this condition. However, the number of students served appears understated by 515 students and overstated by 14 for Magnolia Science Academy 8 and Magnolia Science Academy San Diego, respectively, resulting in a misstatement of 501 for the first semi-annual reporting period for the Organization.

Context

The attendance condition was identified when the auditor selected one semi-annual reporting period dated July 2022 to December 2022. Auditor reviewed monthly summaries for the same period noting multiple exceptions as noted above.

Effect

In addition, the Organization was not compliant with *Education Code* Section 8482.4(c)(1) for the 2022-2023 fiscal year, since the number of students served as reported to the CDE is misstated when compared to supporting records.

Cause

The attendance condition appears to have resulted from inconsistent procedures utilized to track student attendance.

Repeat Finding

No.

Recommendation

For accurate attendance reporting, the Organization should review procedures used to report the number of students served to the CDE to methods are consistent to allow for accurate reporting. Procedures for attendance should include an independent review of the sign out sheets, monthly summaries, and semi-annual reports prior to submitting them to the CDE.

Corrective Action Plan and View of Responsible Officials

The Organization is taking steps to audit attendance from the sign-in and out sheets to the excel spreadsheets used to report the attendance. The attendance will be reviewed by another staff member in addition to the staff member preparing the data.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



**FINANCIAL POLICIES
AND PROCEDURES
MANUAL
FY 2024-25**

Board Approval Date: May 9th, 2024

MPS Financial Policies & Procedural Manual

Accounting Policies, Procedures and Forms

List of Referenced Procedures

General & Administrative

1. G&A 101 Chart of Accounts
2. G&A 102 Files and Records Management
3. G&A 103 Travel and Entertainment
4. G&A104 Management Reports
5. G&A 105 Period-End Review & Closing
6. G&A 106 Controlling Legal Costs
7. G&A 107 Taxes and Insurance
8. G&A 108 Property Tax Assessments
9. G&A 109 Confidential Information Release
10. G&A 110 Document Control
11. G&A 111 Fax and Email Signatures Accepted
12. G&A 112 Maintenance Requests
13. G&A 113 Electronic Backup of Accounting Information
14. G&A 114 Political Intervention
15. G&A 115 Accrued Liabilities
16. G&A 116 Notes Payable
17. G&A 117 Financial and Tax Reporting
18. G&A 118 Budgeting
19. G&A 119 Insurance
20. G&A 120 Supplies
21. G&A 121 School Site Accounting
22. G&A122 Fraud Reporting & Whistleblower
23. G&A 123 Conflict of Interest
24. G&A 124 Home Office Management Fees

Cash

25. CSH 101 Cash Boxes
26. CSH 102 Cash Receipts and Deposits
27. CSH 103 Problem Checks
28. CSH 104 Wire Transfers
29. CSH 105 Check Signing Authority
30. CSH 106 Check Matters
31. CSH 107 Bank Account Reconciliations
32. CSH 108 Inter-Account Bank Transfers
33. CSH 109 Journal Entries and Reclassification Entries
34. CSH 110 Petty Cash Purchases
35. CSH 111 Credit Cards and Debit Cards
36. CSH 112 Intercompany Receivables and Payables (Due To/Due From)
37. CSH 113 Financial Reserves

Fixed Assets

38. INV 101 Fixed Asset Control and Leases
39. INV 102 Fixed Asset Capitalization & Depreciation

Investments

40. IVT101 Investments

Revenue

- 41. REV101 Sales Receipt Processing
- 42. REV102 Invoicing and Accounts Receivable
- 43. REV103 Progress Billing
- 44. REV104 Account Collections
- 45. REV105 Revenue Recognition – Grants and Contributions
- 46. REV106 Gifts-In-Kind – Fundraising
- 47. REV107 Restricted Funds

Payroll

- 48. PYR 101 Payroll Desk Procedure
- 49. PYR 102 Time Keeping Procedure

Purchasing

- 50. PUR101 Vendor Selection
- 51. PUR102 General Purchasing
- 52. PUR103 Receiving and Inspection
- 53. PUR104 Accounts Payable and Cash Disbursements
- 54. PUR105 Prepaid Expenses
- 55. PUR106 Reimbursements
- 56. PUR107 Bidding Requirements

SOP # G&A 101 Revision: 1
Effective Date: 9/5/2017

Prepared by: Central Office
Approved by: BOD

Title: G&A 101 CHART OF ACCOUNTS

Policy: To facilitate the record keeping process for accounting, all ledger accounts should be assigned a descriptive account title and account number.

Purpose: To provide the method for assignment and maintenance of the company's chart of accounts in order to produce meaningful financial data for the Organization.

Scope: This procedure applies to all general ledger accounts.

Responsibilities: The Chief Financial Officer is responsible for monitoring and approving changes to the company's Chart of Accounts.

Definition: Chart of Accounts – A categorized listing of all account titles and numbers being used by an organization to track income, expenses, assets, equity, and liabilities is called a Chart of Accounts.

Procedure:

1.1 DESIGN OF ACCOUNTS

1.2 Accounts should have titles and numbers that indicate specific ledger accounts such as Cash in Checking, Furniture and Fixtures, Accounts Payable, etc.

1.3 In general, the Standardized Account Code Structure (SACS) is followed for the major code segments, including resource function, object and location.

1.4 Sub-divisions should be used to provide additional clarification, as needed. A subdivision among the balance sheet accounts should be designated short term to long term, (i.e. current assets should precede long term assets and current debt should precede long-term debt).

Unassigned number sequences should be left open within each group of accounts to provide for additional accounts, which may be added later.

1.5 Accounts may be numbered using the SACS format.

1.6 See Appendix A for guidance regarding SACS format.

2.1 DESCRIPTION OF ACCOUNTS

2.2 Each account should be given a short title description that is brief but will allow the reader to quickly ascertain the purpose of the account.

2.3 For training and consistent transaction coding, as well as to help other non-accounting managers understand why something is recorded as it is, each account should be defined. Definitions should be concise and meaningful. The account name should clearly identify what the account is to be used for.

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An example of definitions follows:

ASSETS

9121 – Main Operating Account

Includes all cash held in the operating bank account. All withdrawals and deposits are recorded here. The reported balances are supported by a bank reconciliation prepared monthly.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revisions	

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APPENDIX A

A copy of the California School Accounting Manual (CSAM) can be found at
<http://www.cde.ca.gov/fg/ac/sa/> for guidance regarding SACS format.

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SOP # G&A 102 Revision: 1
Effective Date: 4/7/2022

Prepared by: Central Office
Approved by: BOD

Title: G&A 102 FILES AND RECORDS MANAGEMENT

Policy: The Organization will retain **financial** records in an orderly fashion for time periods that comply with legal and governmental requirements and as needed for general business requirements.

Purpose: To outline the methods for filing, retaining and disposing of business records.

Scope: This procedure applies to all business documentation generated by the Organization. However, this does not necessarily cover internal or certain day-to-day business correspondence.

Responsibilities:

The Finance Staff will be responsible for categorizing and maintaining a listing of records maintained and the location (i.e. by wall unit shelf row number).

The Chief Financial Officer is responsible for overseeing the execution of Organization policy for Record Retention, Storage and Destruction of obsolete Organization records.

Procedure:

1.1 FILING SYSTEM

To ensure efficient access, filing centers will be established in each department. To reduce the amount of duplicate and unnecessary record retention, individual desk files should be avoided unless they are used in daily operations. All other departmental or Organization records should be filed in the departmental central filing areas.

1.2 Unless necessary, records should usually only be kept by the originator or sender and not by the receiver to avoid duplicate filing systems.

1.3 The following filing guidelines should be adhered to optimize filing efficiency and records access:

- All file cabinets and files should follow recognized rules of order, such as Left to Right, Top to Bottom, Front to Back and in the case of chronological records, newest to

oldest.

- File markers or label headings should always be placed at the beginning or front of a file or group of files.
- Alphabetical files should always be filed under broad topical categories. Files should never be filed under individual employee names (except Human Resources records) to avoid confusion and re-filing in the event of turnover.

Files should always be filed under the "proper" or Organization names whenever appropriate. In the case of individuals, files should be maintained according to the person's "Last name" then First name and Middle initial.

- Extra care should be used for sensitive or private information. Organization financial data or personnel records that contain performance reviews, salary information, and any health related information should be kept in a secure area with limited access to only those that have a "need to know" such as the Office Manager or the Chief Financial Officer.

2.1 RECORD RETENTION AND LONG-TERM STORAGE

2.2 Storage of archived records will be maintained in the locked storage area of the building. Access to this area will be limited to the Chief Financial Officer, officers of the Organization and the Office Manager.

2.3 Non-permanent files will be stored in cardboard file boxes. Each file box will be labeled on the front with the contents, dates covered, and destruction date if applicable. Permanent records will be filed electronically.

2.4 Files should be stored only in boxes with similar items, dates and retention periods. This will allow easier access and purging of records. A general rule to keep in mind is that it is better to only half-fill a file box than to file dissimilar types of files in the same box.

2.5 The Office Manager will be responsible for categorizing and maintaining a listing of records maintained and the location (i.e. by wall unit and shelf row number).

2.6 Maintain all files for as long as is necessary but only to the extent they serve a useful purpose or satisfy business or legal requirements. G&A102 Ex1 RECORDS RETENTION PERIODS, provides a guide to the typical business life of various documents. The retention periods provided are suggested with federal requirements in mind. Be sure to check with local and state authorities for specific record retention requirements.

2.7 Copies of critical records that are vital to the daily operations of the Organization should be kept off site in case of possible disasters. This may include information needed to file insurance claims (assets lists, insurance contacts, policy numbers), financial data for tax purposes (wages paid, income and expenses), contacts lists to inform or restart the business (vendors, customers, investors and employees), and other data that would assist in rebuilding the business (business plans, intellectual property, or proprietary information).

3.1 RECORD DESTRUCTION

3.2 Three to six months after each year-end, the Office Manager will proceed with destruction of all files that have exceeded their recognized holding period.

3.3 A listing of file categories to be destroyed will be circulated to all managers thirty days prior to destruction for review and comment. The actual listing of records destroyed will be maintained permanently for future reference.

3.4 Destruction of the files will be performed by an independent, outside service for shredding and disposal. Disposal of records into the Organization's general trash service is not allowed.

References:

A. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule) creates national standards to protect individuals' personal health information and gives patients increased access to their medical records. As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Privacy Rule covers health plans, health care clearinghouses, and those health care providers who conduct certain financial and administrative transactions electronically. Most covered entities (certain health care providers, health plans, and health care clearinghouses) must comply with the Privacy Rule by April 14, 2003. Small health plans have until April 14, 2004 to comply with the Rule.

Note: Employment records maintained by a covered entity in its capacity as an employer are excluded from the definition of protected health information. The modifications do not change the fact that individually identifiable health information created, received, or maintained by a covered entity in its health care capacity is protected health information.

B. AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA)

ADEA applies to employers with 20 or more employees. If an EEOC charge or lawsuit is filed, keep records until final disposition of the charge or lawsuit.

Otherwise, ADEA compliance suggests keeping basic employee files from one to three years as listed:

- Payrolls or other records (for temporary and permanent positions) for three years.
- Basic employee information such as employees' names, addresses, birth dates, occupations, rates of pay, and weekly compensation for three years.
- Applications and personnel records relating to promotion, demotion, transfer, selection for training, layoff, recall or discharge for one year.
- Job advertisements and postings for three years.
- Copies of employee benefit plans, seniority and merit systems must keep on file for the full period the plan or system is in effect and for at least one year after its termination

C. AMERICANS WITH DISABILITIES ACT (ADA)

ADA applies to employers with 5 or more employees. If an EEOC charge or lawsuit is filed, keep records until final disposition of the charge or lawsuit.

Otherwise, ADA compliance suggests keeping employment applications and other personnel records including promotions, transfers, demotions, layoffs, and termination or requests for reasonable accommodation for at least 1 year from the making of the record or the personnel action.

D. CIVIL RIGHTS ACT OF 1964

Applies to employers with 15 or more employees. If an EEOC charge or lawsuit is filed, keep records until final disposition of the charge or lawsuit. Otherwise, basic non-discrimination compliance suggests keeping employment applications and other personnel records including promotions, transfers, demotions, layoffs, and termination or any EEO-1 Reports for at least one year from the making of the record or the personnel action. If an employee is involuntarily terminated, his/her personnel records must be retained for one year from the date of termination.

E. EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

The ERISA reporting and disclosure obligations apply to all pension and welfare plans including summary plan descriptions, annual reports, reportable events, and plan termination, unless the Organization plan is exempt under ERISA.

ERISA suggests the Organization should maintain all reports, documents, information, and materials for a minimum of six years in order to disclose and or support all transactions to participants and beneficiaries (and report to certain governmental agencies), as requested or needed.

F. EQUAL PAY ACT

Payroll records including time cards, wage rates, deductions from wages, and records explaining the difference in wage rates between men and women in similar positions should be kept for three years.

G. EXECUTIVE ORDER 11246

Applies to federal contractors and requires the preparation of affirmative action plans. Affirmative action plans must be updated annually and retained for two years along with all applications and other personnel records that form the basis of the Organization's employment decisions. Generally, personnel and employment records must be retained for two years.

H. FAIR LABOR STANDARDS ACT (FLSA)

FLSA applies to employers engaged in or employees who work in interstate commerce and suggests the following records are retained for three years:

- Payroll and other records containing employee's name, birth date, gender, and occupation.
- Employee's beginning of workweek and time employee begins work.
- Regular rate of pay or other basis of payment.
- Hours worked per day and for the workweek.
- Daily and weekly straight time earnings.
- Deduction from wages.
- Total wages per pay period.
- Date of payment and the pay period covered.
- For exempt professional, executive and administrative employees, and those employed in outside sales, the employer must maintain records that reflect the basis on which wages are paid to permit calculations of the employee's total remuneration.
- In addition, employers must keep for at least two years all records (including wage rates, job evaluations, seniority and merit systems, and collective bargaining agreements) that explain the basis for paying different wages to employees of opposite sexes in the same establishment.

I. FAMILY AND MEDICAL LEAVE ACT (FMLA)

FMLA applies to employers with 50 or more employees within a 75 mile radius and whose employee must have worked for at least one year and accumulated at least 1,250 hours of service with the employer during the previous year. FMLA suggests the following records are retained for 3 years

- Basic employee data including name, address, occupation, rate of pay, terms of compensation, daily and weekly hours worked per pay period, deductions from wages, and total compensation.
- Dates of leave taken by eligible employees.
- For intermittent leave, the hours of leave.
- A copy of employee notices and documents describing policies and practices regarding leave.
- Records of any dispute regarding the designation of leave.

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J. IMMIGRATION REFORM & CONTROL ACT (IRCA)

IRCA applies to all employers and requires a signed Form I-9 to be retained for three years after the date of hire and at least one year after termination.

K. OCCUPATIONAL SAFETY & HEALTH ACT (OSHA)

OSHA applies to employers with 10 or more employees and suggest that the log of occupational injuries and illnesses is retained for five years. All other records should be retained for at least 30 years after employee separation. Other records include:

- Occupational injuries and illnesses.
- The annual summary of injuries and illnesses.
- Medical records and records of exposure to toxic substances.

L. REHABILITATION ACT OF 1973

Applies to federal contractors. If a charge or lawsuit is filed, keep records until final disposition of the charge or lawsuit. Otherwise, basic compliance suggests keeping personnel and employment records including requests for accommodation, physical exams, job advertisements and postings, applications, resumes and records regarding hiring, assignments, promotions, demotions, transfers, layoffs, terminations, rates of pay and selection for training for two years (only 1 year if contractor has less than 150 employees or a federal contract of \$150,000 or less). Note: Affirmative action plans also may have to be maintained by the employer

M. RIGHT TO FINANCIAL PRIVACY ACT

The act establishes specific procedures and exceptions concerning the release of customer financial records to the federal government. It provides customers of financial institutions with a right to expect that their financial activities will have a reasonable amount of privacy from federal government scrutiny.

N. GUIDE TO RECORD RETENTION REQUIREMENTS

A good source of federal retention requirements is the "Guide to Record Retention Requirements" published by the Office of the Federal Register National Archives and Records Administration. It can be purchased from the U.S. Government Printing Office in Washington DC. Additional sources of information include: IRS regulations, state and local government retention requirements or the AICPA (American Institute of Certified Public Accountants) Filing and Record Retention Procedures Guide.

O. IRS REVENUE PROCEDURE 98-25 RECORDS RETENTION

The Income Tax Regulations require that, except for farmers and wage-earners, any person subject to income tax, or any person required to file an information

return with respect to income, must keep such books and records, including inventories, as are sufficient to establish the amount of gross income, deductions, credits, or other matters reported. The books or records required must be kept available at all times for inspection by authorized internal revenue officers or employees, and must be retained so long as the contents thereof may become material in the administration of any internal revenue law.

Note: Section 6.01 requires taxpayers to maintain and make available documentation of the business processes that (1) create the retained records, (2) modify and maintain its records, (3) satisfy the requirements of section 5.01(2) of the procedure and verify the correctness of the taxpayer's return, and (4) evidence the authenticity and integrity of the taxpayer's records.

Section 6.02 sets forth four elements that the documentation required under section 6.01 must establish: (1) the flow of data through the system, (2) internal controls that ensure accurate processing, (3) internal controls that prevent unauthorized record changes, and (4) charts of account.

Section 6.03 sets forth six specific types of documentation for each retained file:

(1) record formats, (2) field definitions, (3) file descriptions, (4) evidence that periodic checks are undertaken to ensure that data remains accessible, (5) evidence that the records reconcile to the taxpayer's books, and (6) evidence that the records reconcile to the taxpayer's return.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revision	

G&A102 Ex1 RECORDS RETENTION PERIODS

Accident reports and claims (settled cases)	7 years
Accounts payable ledgers, schedules and trial balances	7 years
Accounts receivable ledgers, schedules and trial balances	7 years
Assignments	3 years
Audit reports of accountants	Permanently
Bank reconciliations	1 year
Bank statements, cancelled checks, and deposit slips	7 years Bills
of lading	3 years
Capital stock and bond records	Permanently Cash
books	Permanently
Cash receipts and disbursements	7 years
Chart of accounts.....	Permanently
Checks (canceled, all other)	7 years
Checks (canceled, for important payments, i.e. taxes, property purchases, special contracts, etc. File checks with the transaction papers)	Permanently
Construction documents.....	Permanently
Contracts and leases (expired)	7 years
Contracts and leases still in effect.....	Expiration +7 years
Corporate records and minutes	Permanently
Correspondence (legal and important matters only)	Permanently
Correspondence general	3 years
Credit Applications (Consumer)	25 Months (after notification)
Credit Applications (Business).....	1 year (after notification)
Deeds, mortgages, and bills of sale	Permanently
Depreciation schedules	Permanently
Duplicate deposit slips	1 year
Electronic fund transfers documents	7 years
Employee personnel records (after termination)	7 years
Employment applications	3 years
Expense analyses and Expense distribution schedules	7 years
Expired contracts and notes receivable	7 years
Expired purchase contracts	7 years
Federal, state and local tax returns	Permanently
Financial statements (end-of-year trial balances)	Permanently
Fixed asset records and appraisals	Permanently Forms
W-4	7 years
Garnishments	3 years
General Ledgers (end-of-year trial balances)	Permanently I-9s
(after termination)	1 year
Insurance records, current accident reports, claims, policies, etc	Permanently
Interim and year-end financial statements and trial balances.....	Permanently
Inventories of products, materials, and supplies	7 years

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Invoices	7 years
Journals	Permanently
Licenses.....	Permanently
Loan documents, notes.....	Permanently
Minute books of directors and stockholders, including bylaws and charter ...	Permanently
Monthly trial balances	Permanently
Notes receivable ledgers and schedules	7 years
OSHA logs	5 years
Paid bills and vouchers	7 years
Payroll journals	7 years
Payroll records and summaries	7 years
Payroll reports (federal & state)	7 years
Perpetual inventory records	7 years
Petty cash vouchers	7 years
Physical inventory records	7 years
Physical inventory tags	7 years
Plant cost ledgers	Permanently
Polygraph test results and reasons for test	3 years
Property appraisals by outside appraisers	Permanently
Property records including costs, depreciation schedules, blueprints, plans...	Permanently
Property titles and mortgages	Permanently
Purchase journals	7 years
Purchase orders	7 years
Receiving sheets.....	1 year
Requisitions	7 years
Sales journals	7 years
Sales records	7 years
Savings bond registration records of employees	7 years
Scrap and salvage records (inventories, sales, etc)	7 years
Shipping tickets	3 years
Stock and bond certificate (cancelled)	1 year
Stockroom withdrawal forms	7 years
Subsidiary ledgers	7 years
Tax returns and worksheets, revenue agents' reports and other documents ...	Permanently
Time books/cards	7 years
Trade mark registrations	Permanently
Uncollectible accounts and write offs	7 years
for payments to vendors, employees, etc. (includes all allowances and reimbursement of employees, officers).....	Voucher 7 years
Voucher register and schedules	7 years
W-4 forms	4 years
Workman's comp documents	11 years

SOP # G&A 103 Revision: 2
Effective Date: 4/7/2022

Prepared by: Central Office
Approved by: BOD

Title: G&A 103 TRAVEL AND ENTERTAINMENT

Policy: All reservations required for business travel and entertainment will be made through the Supervisor or designated staff. Expenses are to be within established Organization guidelines and will be reimbursed with proper documentation. Employees are expected to spend the Organization's money as carefully and judiciously as they would their own.

The Organization recognizes that employees who travel far from home to represent the Organization's business interests must forgo their living accommodations and may forfeit personal time. Accordingly, the Organization will make efforts to provide comfortable and secure accommodations for lodging, meals and travel for employees. The Organization reserves the right to deny reimbursement of expenses that are considered lavish or extravagant.

Purpose: To provide guidelines for travel and entertainment expenses as they were actually spent, account for all advances promptly and accurately and to communicate the procedures for reimbursement.

Scope: This procedure applies to all departments and individuals who travel or entertain for the Organization.

Responsibilities:

Responsible Party: The individual employee and Supervisor When the Supervisor does not make travel arrangements, each employee is responsible for making arrangements needed for business travel.

- The Supervisor may make travel arrangements when requested, provided that arrangements are made at least 15 days in advance.

The Finance Department will receive and review documentation and Back-office provider process necessary employee reimbursement. (See PUR106, Reimbursements, for more detailed information.)

Procedure:

1.0 TRAVEL ARRANGEMENTS

1.1 All arrangements required for business travel are to be made individually or through the Supervisor. When possible, the Supervisor can solicit better corporate discounts and rates for hotels, airlines, car rental agencies and travel agencies. Employees benefit because they do not have to spend their own time comparing rates and making their own arrangements. If making your own arrangements, the employee must find the best possible travel pricing.

1.2 For maximum savings on airfares, this form should always be completed at least 15 days in advance unless an emergency trip is required.

1.3 It is preferable that all employees travel during non-working hours to maximize efficiency. The Supervisor will make arrangements for the trip as required and will return a travel itinerary and any tickets or reservation forms to the employee.

1.4 **Cash Advances** - The Organization generally discourages cash advances unless special circumstances apply.

If an employee requires a cash advance, a formal request must be made as a check request. The advance request will then be forwarded to accounting for processing upon approval. Travel advance amounts are approved on an as needed basis.

When a cash advance is received, the employee will reduce their expense reimbursement by the amount of the cash advance. In the case where the cash advance exceeds the expenses for the report submitted, the remaining cash must be turned into the Finance Team with the expense report. Amounts owed the Organization cannot be carried forward to future expense reports. Any advance outstanding will be deducted from the employee's paycheck.

1.5 **Direct Billings** - Direct billings to the Organization from motels, restaurants, etc. are not permitted unless previously authorized.

1.6 Notwithstanding anything in the MERF Financial Policies and Procedures Manual to the contrary, to the extent that the MERF Board authorizes summer international non programmatic student trips, MERF is authorized to make payments to international vendors via the "Wise" application or via any other method as approved by the Chief Financial Officer ("CFO") for financial amounts pre-approved by the Board of Directors.

2.1 TRAVEL EXPENSE GUIDELINES

2.2 Air Travel - Airline reservations are based on General Services Administration guidelines and the following criteria:

- Expediency: Getting the employee to their destination in an expedient way. (Direct flights when possible or connecting flights if necessary for faster flight schedules).
- Cost: Employees will fly coach class unless extenuating circumstances apply.
- Air Carrier: An employee's preferred airline can be utilized as long as expediency and cost factors are equal. In most cases, airfare will be directly billed to the Organization's credit card account.

On occasion, employees may have no alternative but to book their own flight. If this is the case, employees must use regularly scheduled airlines and obtain the lowest (discount) fare available. This may mean that employees will fly at times that are not always the most convenient for them.

2.3 Lodging - Lodging arrangements are based on General Services Administration guidelines and the value, convenience for the traveler and according to what is usual and customary Organization guidelines.

Whenever multiple employees are traveling to the same location, employees will be required to share accommodations if possible (i.e. male/male or female/female). Lodging accommodations will then be made for double rooms accordingly. If an employee is accompanied by a non-employee such as family or a friend, and therefore requires

separate accommodations, the employee will be responsible for payment of any excess lodging accommodations.

2.4 Meals - Employees on Organization business will be reimbursed for the actual cost of their meals not to exceed the guidelines of the General Services Administration for 2024 as follows.

2.5 Per-Diem allowances are as follows (breakfast up to \$18 lunch up to \$25 and dinner up to \$35)

Officers may include reimbursement of pre-meals under the same guidelines noted above.

See form PUR104 Accounts Payable and Cash Disbursements and PUR106 Reimbursements for additional information regarding Meals.

2.6 Car Rentals – When possible, advance arrangements should be made by the Supervisor if a car is required at the destination, otherwise the employee is required to make their own car rental arrangements. Vehicle selection will be based upon the most cost-effective class that satisfies requirements for the employee(s) and any demonstration equipment.

Supplemental auto insurance coverage offered by car rental agencies must be purchased and will be reimbursed.

2.7 Personal Vehicles - An employee who uses their own automobile for business will be reimbursed according to IRS mileage reimbursement guidelines. The employee must provide on the expense report, documentation including dates, miles traveled and purpose of each trip.

The Organization assumes no responsibility for personal automobiles used for business. Further, any parking or speeding violation is the sole responsibility of the employee and each employee must have valid minimum automobile liability insurance as required by state law.

2.8 Telephone - Telephone charges from the hotel are not allowed unless it is an emergency.

2.9 Entertainment - Entertainment expenses are not allowed.

2.10 Miscellaneous Expenses - Any additional business expenses (including but not limited to Wi-Fi access), that are not categorized above should be pre-approved and listed under miscellaneous expenses, and documented with all pertinent information to substantiate the expense.

2.11 Non-Reimbursable Expenses - Some expenses are not considered valid business expenses by the Organization, yet may be incurred for the convenience of the traveling individual. Since these are not expenses for the business then they are not reimbursable. (The following can be used as a guide of expenses, which are not reimbursable)

Examples include:

- Airline or travel insurance
- Airline or travel lounge clubs
- Shoe shine or Dry-cleaning (except for extended travel beyond 5 days)

- Movies or personal entertainment
- Books, magazines or newspapers
- Theft or loss of personal property
- Doctor bills, prescriptions, or other medical services
- Parking tickets, traffic tickets or Car towing if illegally parked
- Health club memberships
- Baby sitter or Pet care fees
- Barbers and Hairdressers

3.1 EXPENSE REPORT PREPARATION AND REIMBURSEMENT

3.2 All business reimbursement expenditures incurred by employees of the Organization are reimbursed through the current financial system. Reimbursement receipts must be submitted monthly and any receipt that is older than 60 days will be reimbursed at the discretion of the Chief Financial Officer.

All required receipts for items charged must accompany all reimbursement documentation as well as uploaded into the existing financial system for approval and reimbursement payment process. In order to expedite reimbursement, the employee should ensure that the request is completed properly, required documentation is attached, proper authorization is obtained, and any unusual items properly explained and documented. Any questions regarding completion of the report should be directed to the employee's supervisor or the Finance Team.

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Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider process	Oswaldo Diaz, CFO
2	9/5/17	Revision	
3	9/12/19	Revision	
4	11/14/19	Revision	Nanie Montijo, CFO
5	4/7/22	Revision	Steve Budhaja, CFO
6	6/11/2024	Meal per diem and international student trip provisions have been added.	Steve Budhaja CFO

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SOP # G&A 104 Revision: 2
Effective Date: 4/7/2022

Prepared by: Central Office
Approved by: BOD

Title: G&A104 MANAGEMENT REPORTS

Policy: Back-office provider and MPS will prepare summary reports of vital operating statistics for the Organization, including revenues, current debt, operating cash, accounts receivable and projected short-term cash flows. These reports are to be prepared and are to supplement detailed monthly and quarterly financial reports and are to be used for timely "hands-on" management.

Purpose: To provide the format and content requirements for preparation of the Financial Reports.

Scope: The procedure applies to the Back-office provider and the Finance personnel required for preparation of these reports.

Responsibilities:

Back-office provider and MPS Finance personnel will be responsible for assuring effective and informative reporting for the Organization.

Procedure:

1.0 PREPARATION GUIDELINES

1.1 Financial reports that provide management the necessary information to understand whether the Organization is progressing as planned are prepared monthly or as needed.

1.2 Back-office provider maintains electronic copies of all reports and analyses.

2.1 FINANCIAL REPORTS

2.2 The Chief Financial Officer should review accounting program financial reports on a regular basis.

3.1 CASH FLOW REPORT

3.2 The Cash Flow Report represents a summary of the cash flowing through the Organization in the near term and identifies any potential shortfall that might occur in the

near future before it occurs. The Cash Flow Report should be reviewed at least monthly by the Chief Financial Officer. This report supplements the detailed monthly and quarterly financial statement reports and provides a quick look at the cash performance of the Organization.

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3.3 The Cash Flow Report should include projected operating cash balances for each month with estimated cash receipts by major classifications and projected disbursements by major account classifications.

3.4 Back-office provider will notify the Chief Financial Officer of any shortfall so that the Organization may determine alternative courses of action to rectify the situation.

4.1 BUDGET VS. ACTUAL REPORT

4.2 The Budget vs. Actual Report represents a comparison of planned operating expenses to the actual expenses incurred for the period. The objective is to highlight results against plan, percentages and variances and thus provide a basis for management decisions. The Budget vs. Actual Report is prepared and maintained by the Back-office provider on a monthly basis.

5.1 FINANCIAL STATEMENTS

5.2 The Chief Financial Officer, Chief Executive Officer, and the Board of Directors should review the Financial Statements monthly for each board meeting. This report provides one indication of the performance of the Organization.

5.3 The Financial Statements typically consist of three main parts: The Statement of Financial Position, Statement of Activities, and the Statement of Cash Flows (Statement of Cash Flows quarterly).

The Statement of Financial Position (Balance Sheet) lists all of the Organization's assets (cash, receivables, deposits, inventory, equipment, intellectual property, etc.), liabilities (debt, lease obligations, etc) and net assets. It identifies the assets (which are "the business") and the financiers, or debt and equity holders and the relationship between the two.

The Statement of Activities represents the Organization's operational sources of cash – revenue – or uses – business expenses and is typically divided into operating periods that represent months, quarters or years of operations. It identifies the profitability of the Organization as a function of the accounting decisions.

The Statement of Cash Flows is the difference between the Statement of Financial Position sources and uses of cash and the Statement of Activities sources and uses of cash. This difference assists in identifying the health of the Organization's operations. It identifies whether the Organization is producing cash or consuming cash and at what rate and from what sources.

5.4 The Financial Statements should be produced after the close of the Organization’s period (see procedure G&A 105 PERIOD-END REVIEW & CLOSING). The final Financial Statements form the basis for the Organization’s formal presentations to the Board of Directors, or other stakeholders such as banks, outside agencies, or creditors in accordance with procedure G&A 109 CONFIDENTIAL INFORMATION RELEASE.

References:

FINANCIAL ACCOUNTING STANDARDS BOARD (FASB)

Since 1973, the Financial Accounting Standards Board (FASB www.fasb.org) has been the designated organization in the private sector for establishing standards of financial accounting and reporting. Those standards govern the preparation of financial reports. They are officially recognized as authoritative by the Securities and Exchange Commission (Financial Reporting Release No. 1, Section 101) and the American Institute of Certified Public Accountants (Rule 203, Rules of Professional Conduct, as amended May 1973 and May 1979).

FASB pronouncements are the primary sources of GAAP.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)

A collection of accounting principles. Typically includes the most recent developments of all generally accepted accounting principles (GAAP) as derived or collected from various technical pronouncements. Sources include FASB statements, interpretations, technical bulletins and concepts; American Institute of CPAs (AICPA); Accounting Principles Board opinions, accounting research bulletins, and position statements; and Securities and Exchange (SEC) financial reporting releases.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Revision of responsibilities	Oswaldo Diaz, CFO
2	9/5/17	Revision of wording/clarification of processes	

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SOP # G&A 105 Revision: 2
Effective Date: 4/7/2022

Prepared by: Central Office
Approved by: BOD

Title: G&A 105 PERIOD-END REVIEW & CLOSING

Policy: An orderly, timely and comprehensive review of all general ledger accounts should be performed or directed by the Chief Financial Officer to ensure an accurate representation of the company's financial statements. These practices are aimed at proving that the financial accounts are accurate, and if not, are properly adjusted to make them accurate, prior to closing.

Purpose: To provide a general overview of the process to be completed for reviewing the accounting records at year-end or any particular month-end prior to closing.

Scope: These practices apply to all accounts. Typically, all financial accounts are reviewed and then closed out as of the company's year-end. Consequently, the procedures that follow are discussed in reference to year-end review. However, a subset of these procedures is also applicable to month-end reviews. Month-end procedures are identified near the end of this module.

Responsibilities:

Back-office provider is responsible for creating and reviewing all period-end activities to ensure the period-end financial statements accurately reflect the results of the Organization's activities. All general ledger adjustments should be approved by designated Finance team members.

1.1 CLOSINGS PREPARATIONS

1.2 The following procedures would be expected for monthly closings:

- Reconcile all bank accounts
- Print and compare the aged receivables and payables to the general ledger. Make appropriate adjustments to balance the accounts.
- Review all Statement of Financial Position and Statement of Activities accounts for completeness
- Retain all above reports in a monthly summary file.

2.0 STATEMENT OF FINANCIAL POSITION: ASSETS

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2.1 **Cash accounts** - prepare the bank reconciliations for year-end balances per the bank statement to the balance per books for each account. The year-end reconciliation is especially important for preparing the final year-end financial statements to ensure that it is completely accurate.

Show origination dates and description of each reconciling item. Prepare the necessary journal entries to adjust to the reconciliations. Totals must agree with the general ledger. File all reconciliation reports in the year-end closing file.

2.2 **Accounts Receivable** – Print a detailed aged accounts receivable report and reconcile it to the General Ledger. This can be prepared as soon as all accounts receivable are calculated as of year-end. Calculate possible allowances for un- collectible accounts. Adjust prior allowances to the calculated amount. Write off any unlocatable differences. Retain a complete copy of the detailed accounts receivable, along with any reconciling adjustments in the year-end closing file.

2.3 **Inventory** – Supplies inventory may be small but should be evaluated periodically for cost increases.

2.4 **Capital Assets** - Update the detailed schedule of fixed assets with any additions and deletions and reconcile to the general ledger balances.

2.5 **Other Assets** - Other assets include utility or real estate deposits, prepaid insurance, advances to employees, and intangibles like store pre-opening costs. These should all be identified and documented. For example, a copy of the initial deposit with the utility company, or a list of the facility pre-opening costs with a schedule showing how much of those costs are to be amortized each year. File copies of these documents in the year-end closing file.

3.0 STATEMENT OF FINANCIAL POSITION: LIABILITIES AND NET ASSETS

3.1 Liabilities are shown as the amount to be paid in the subsequent period. If in doubt, record the liability.

3.2 **Accounts Payable** - Print a detailed aged accounts payable report and reconcile it to the general ledger. This is generally completed 2 to 4 weeks after the year-end to ensure that all vendor invoices relating to services and merchandise purchased have been received and entered.

Compare all month-end vendor statements to balances per accounts payable and investigate any differences. Consider making adjustments for any significant unrecorded liabilities such as work started prior to year-end, but not yet billed by the supplier. Retain a complete copy of the accounts payable detail, along with any reconciling adjustments, in the year-end closing file.

3.3 **Accrued Expenses** - Review accruals for sales tax, payroll, payroll tax, payroll deductions payable, interest expense on short-term borrowings and long-term debt.

3.4 **Loan Debt** - Verify recorded accuracy of debt by ensuring the general ledger balances agree

3.5 Contingent Liabilities and Commitments - Prepare a schedule of any outstanding litigation and possible losses. Prepare a schedule of all long-term rental agreements with amounts due by year for the next five years. Retain these schedules in the year-end closing file.

3.6 Net Assets - Record any changes in the Prior Period Adjustment category but ordinarily this account does not have any transactions directly posted to it.

4.1 STATEMENT OF ACTIVITIES: REVENUE & SUPPORT

4.2 Revenue & Support – Review all program revenue, reimbursement billings, and any other donations.

4.3 Additionally, the Chief Financial Officer and back-office provider should periodically review revenue trends, cost associated with revenues, variable expenses and fixed expenses. Look for patterns, new trends, seasonal variances, or profitable emerging products that may indicate changes in customer or program behavior.

4.4 The Chief Financial Officer and back-office provider should analytically review the revenue reports and explain all variances.

5.1 STATEMENT OF ACTIVITIES: EXPENSES

5.2 Each expense total should be compared to expense total from the year before (and budgets if applicable). Attempt to explain any unusual variances. Some expense items are directly related to asset or liability accounts and can be reconciled in conjunction with the related Statement of Financial Position account.

5.3 Program Costs - A detailed report should be produced of program costs and analyzed in relation to the associated revenues and to prior periods.

5.4 Payroll - At year-end, the various payroll expense accounts should agree to total gross payroll per payroll reports. Account for all deductions for W-3 reported to the Social Security Administration, 1099s for vendors, as well as FICA and other taxes reported accordingly.

5.5 Bad Debt Expense - Prepare a list of all accounts written off during the year. Note specifically any addition to the allowance for uncollectible accounts.

5.6 Interest Expense - Prepare a schedule of interest expense by source. Reconcile amounts to short-term borrowings and long-term debt.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider process	Oswaldo Diaz, CFO

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SOP # G&A 106 Revision: 1
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: G&A 106 CONTROLLING LEGAL COSTS

Policy: The Organization will employ various methods to manage and whenever possible, minimize legal expenses.

Purpose: To describe the procedures for managing and controlling associated legal expenses.

Scope: This statement applies to all individuals with the responsibility for contracting legal services and/or approving agreements, contracts, or any other legally associated transactions.

Responsibilities:

Chief Executive Officer will resolve, negotiate, and examine all legal expenses.

Legal Counsel should provide the estimated costs of legal engagements and the most likely outcome.

Definition: Arbitration - is a private, informal process by which all parties agree, in writing, to submit their disputes to one or more impartial persons authorized to resolve the controversy by rendering a final and binding award, which is enforceable in court. It can be used for a wide variety of disputes from commercial transactions to labor grievances.

Declaratory Judgment - is a binding judgment issued by the court that defines the legal relationship between the parties and their rights with respect to the matter before the court. Commonly used in contract disputes (especially useful if no physical agreement exists and or a suit has not been filed yet) to clarify what conduct is permitted or prohibited by the contract or to clarify the contract if necessary.

A declaratory judgment provides the opposing party (defendant) with the opportunity to pick and chose the venue or jurisdiction, and the parties to the litigation. In this manner the opposing party can steal the initiative, direct the litigation, and maximize its chances of winning.

Procedure:

1.1 ARBITRATION

1.2 Whenever practical, the Organization should utilize arbitration to resolve disputes. Arbitration can significantly reduce the amount of time and legal fees to resolve a dispute. The major features of arbitration are:

- A written agreement to resolve disputes by the use of impartial arbitration. Such a provision can be inserted into a contract for the resolution of possible

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future disputes, or can be an agreement to submit to arbitration of an existing dispute.

- Under the rules of arbitration, the procedure is relatively simple and informal. Strict rules of evidence do not apply; there is no motion practice or formal discovery; no requirements for transcripts of the proceedings or for written opinions of the arbitrators. The rules are flexible and can be varied by mutual agreement of the parties.
- Impartial and knowledgeable neutrals serve as arbitrators. Arbitrators are selected for specific cases because of their knowledge of the subject matter. Based on that experience, arbitrators can render an award grounded on thoughtful and thorough analysis.
- Final and binding awards which are enforceable in a court. Court intervention and review is limited by applicable state or federal arbitration laws, and award enforcement is facilitated by these same laws.

1.3 The following standard clause should be inserted whenever practical into contracts, agreements, etc. to provide for the arbitration of possible future disputes:

"Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial [or applicable] Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof."

The arbitration of existing disputes may be accomplished by mutual agreement of parties with the use of the following terminology:

"We, the undersigned parties, hereby agree to submit to arbitration under the Commercial [or applicable] Rules of the American Arbitration Association the following controversy.

We further agree that we will faithfully observe this agreement and the rules, and that we will abide by and perform any award rendered by the arbitrator(s) and that a judgment of the court having jurisdiction may be entered upon the award."

2.1 LEGAL SERVICES

2.2 All legal documents prepared for the company's use, such as vendor contracts, employment agreements, sales orders, etc. should be written in common language and whenever possible should avoid the use of legalese or jargon. Legalese tends to complicate even simple arrangements and often unnecessarily requires the incurrence of legal assistance for mere interpretive purposes.

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2.3 Before undertaking legal disputes, the Organization's legal counsel should ascertain and inform the Organization of the estimated costs that will be incurred for the legal

engagement and the probable or most likely outcome of the case along with the probable amount of any awards or judgments. Use this information to produce a budget and clarify any matters that are increasing the budget. A budget will provide some assurance that the legal counsel has thought the matter through and it will also provide a baseline to determine the legal utility obtained from the matter.

2.4 Use legal action only as a last resort. Legal action is frequently not very effective. In fact, a threatened action — particularly with intellectual property — could result in a pre-emptive declaratory judgment lawsuit by the other party thus giving them the “home-field” advantage, which could lead to higher legal costs.

3.1 LEGAL BILLINGS

3.2 Consider negotiating a “money-back” guarantee with the right to audit any bill for up to six months. Request that all fees that are proven to be unnecessary or excessive be returned. Then examine all legal bills for any such unnecessary or excessive transactions.

3.3 Many times, legal bills are aggregated, vague and too uninformative to be useful in controlling costs. Therefore, all legal arrangements contracted by the Organization should require itemized billings to include the following information:

- Start and end times and dates of each service transaction
- Detailed description of services provided or work performed
- Distinct itemization of each individual performing services

3.4 Examine all internal discussions or conferences and note exactly who is working on the case and why. Ask for a justification for all attorneys working on the case.

3.5 Consider alternatives such as contingent fees, fixed fees, and monthly retainers. All fees are negotiable.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

Title: G&A107 TAXES AND INSURANCE

Policy: To ensure compliance with all Federal, state, local, and other regulatory taxation requirements

Purpose: To outline the general areas of taxation. To be used as a checklist or guide in complying with tax requirements related to each specific location and organizational structure.

Scope: This statement applies to the business activities of the company.

Responsibilities:

The Finance team and back-office provider responsible for determining all tax liabilities and fees, and the dates due

Back-office provider is responsible for ensuring the timely payment of all tax liabilities and fees.

Procedure:

1.1 ORGANIZATION FEES AND TAXES

1.2 Fees and taxes will vary depending on the legal structure of the business activity. The Organization is a Not-For-Profit organization; however, there may be from time to time revenue earned that is taxable as if the Organization were a For-Profit entity and those profits would be considered Unrelated Business Income and subject to tax.

1.3 The Finance team and back-office provider should check with the secretary of state, registry of charitable trusts, the IRS, and any other agency that non-profit organizations may pay fees with in order to ensure all fees are paid in a timely manner. Failure to pay such fees can result in the loss of the company's legal status or structure.

2.1 UNRELATED BUSINESS INCOME TAX

2.2 Activities conducted not related to the exempt purpose of the Organization can be subject to unrelated business income tax.

3.1 PAYROLL FEES AND TAXES

3.2 The Federal and state governments charge an **unemployment tax**, based on a specified minimum amount of each worker's salary level. For most states, the rate can change from business to business depending on the Company's history of claims and the economic health of the state in which the Company is located. Most of Magnolia's schools participate in the School Employers' Fund (SEF) for unemployment insurance.

3.3 **Worker's compensation insurance** may be imposed by a state like a tax. It can also vary based on the amount of payroll, past history of worker's compensation claims, and the type of work in which the business is engaged. This coverage is generally arranged through an insurance company.

3.4 At the Federal level, payroll is taxed at a uniform rate for **Social Security** and **Medicare**. These two taxes are evenly shared between the company and the employee up to certain levels of income. Additionally, personal income taxes, based on the employee's compensation, must be **withheld** from the employee's earnings and remitted to the government by the company, along with the company's and employee's share of **Social Security** and **Medicare** taxes.

3.5 In California, a portion of the employee's compensation is also **withheld** and remitted to the state by the Organization.

3.6 Other payroll withholdings, mandated by Federal or state requirements, may require wage garnishments to fulfill a bankruptcy edict or childcare payment requirement.

3.7 The Treasury Department and or the Internal Revenue Service (IRS) collects all monies due the Federal Government. Technically, withholding amounts deducted from a paycheck are considered the government's money and the business owner is temporarily holding the money, in deposit, until it can be transferred to the government. Any failure to pay in a timely fashion is considered a serious matter by the IRS and will not be ignored.

The IRS will impose a penalty for failing to pay the required withholding amounts on time. In addition, interest will be charged until the amount is paid. Both interest and penalties imposed by the IRS can add up significantly.

Therefore, the IRS is not a good source to "borrow" money from if cash is tight.

Note: Money due the IRS is NOT dischargeable in bankruptcy.

3.8 Certain local municipalities charge an **Earnings tax** based on payroll, income, assets, stock options granted or any combination. Check with the city clerk for details.

4.1 EXCISE TAXES

4.2 There are many different federal government taxes or fees imposed on the commerce of different types of businesses. The following represents the most common.

4.3 Penalties and interest may result from any of the following acts.

- Failing to collect and pay over tax as the collecting agent.
- Failing to keep adequate records.
- Failing to file returns.
- Failing to pay taxes.
- Filing returns late.
- Filing false or fraudulent returns.
- Paying taxes late.
- Failing to make deposits.

- Depositing taxes late.
- Making false statements relating to tax.
- Failing to register.

5.1 OTHER TAXES AND CREDITS

5.2 Many state, counties, and cities impose **real estate taxes**. The Organization should ensure that where possible the Organization has applied for exemption from property taxes as a non-profit organization.

5.3 **Sales and Use Taxes** – at this time, the Organization does not sell any products and is not subject to sales tax. However, they may make purchase from out of state vendors that are subject to California Use Tax. Such expenditures are monitored and reported, and payment is remitted quarterly to the Board of Equalization.

6.1 TAX PAYMENTS

6.2 The Finance team should create and maintain a detailed tax calendar as a guide, which provides a sample guide to some of the most common taxes. The guide should serve a reminder of tax due dates.

7.1 INSURANCE

7.2 Insurance needs for a business can be grouped in two broad categories, those that are directed at safeguarding assets and those that are furnished as employee benefits. Employee benefit insurance such as, health insurance, disability insurance and key man life insurance, should be considered in light of its importance in the entire employee compensation mix and in light of the personal needs of the company's owner(s).

7.3 Insurance used for safeguarding company's assets includes: property, casualty, key-man and professional liability insurance, as well as auto insurance, errors and omissions, directors' liability or business interruption insurance. The levels and terms of these policies should be determined based upon the value of the assets at risk and creditor or state and local requirements.

7.4 Business with a lot of employees should consider employment practices liability insurance covers businesses against some types of employee lawsuits including:

- Sexual harassment
- Discrimination
- Wrongful termination
- Breach of employment contract
- Negligent evaluation
- Failure to employ or promote
- Wrongful discipline
- Deprivation of career opportunity

- Wrongful infliction of emotional distress
- Mismanagement of employee benefit plans

7.5 Certificates of insurance may be required to be on file or on display depending on governmental requirements. It is important to consider that the insurance policy is a contract. Each year's policy should be saved in a permanent file. A product liability suit can go back many years, and if the potential claim is significant, the protection afforded by the prior year's insurance coverage will be improved if that year's policy has been saved.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider service provider process	Oswaldo Diaz, CFO
2	9/5/2017	Revise to clarify procedures	

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SOP # G&A108 Revision: 0
Effective Date: 2/14/13

Prepared by: Central Office
Approved by: BOD

Title: G&A108 PROPERTY TAX ASSESSMENTS

Policy: All property tax assessments will be reviewed for accuracy and proper assessed valuations to ensure minimum property tax costs to the Organization.

Purpose: To outline the areas for review in assessments and methods for appealing overstated assessments. A Non-Profit property tax exemption is the preferred method to minimize property taxes.

Scope: This statement applies to the Finance Department for property tax assessments for all sites owned by the Organization.

Responsibilities:

The Chief Financial Officer is responsible for reviews of Assessments including the review of Property Descriptions, validating record accuracy and submitting appeals to local Assessor's Offices.

Procedures:

1.1 REVIEW OF ASSESSMENTS

1.2 All assessments are to be promptly reviewed. Many jurisdictions only allow a challenge to an assessment within 30 days after the annual notice of assessed value is sent. If the Finance Department misses the deadline, the Organization loses the chance to reduce the year's property taxes. There are normally no refunds for prior years' property taxes even if successfully challenged in the future. Often, it may be advisable to begin the analysis process prior to receiving the assessment notice.

1.3 When reviewing an assessment, the first step is to find out how the property was assessed. Ask for a full explanation of how the assessed value was derived. Assessors are usually cooperative in providing this information.

1.4 Upon receipt of the basis for assessment, the following factors should be reviewed:

Note: Do not make the mistake of thinking property has received a favorable low assessment just because its assessed value is less than its market value. Many jurisdictions use "assessment ratios" that are a percentage of market value. What is important is the amount of a property's assessment compared to those of similar properties. A below market assessment may in fact be very high.

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- **Research Similar Properties:** Tax assessments are part of the public record. Assessments of similar properties to the Organization's should be looked up to see that the Organization's assessment is in line. The objective is to find assessed values for similar properties that are far lower than the Organization's. For example, organization locations within industrial parks or similar developments should be easy to find very similar properties for comparison.

- **Review Property Descriptions and Accuracy of Records:** Review records for possible clerical errors. Ensure that property descriptions are correct and the building size (total square feet) is not overstated. Make sure that all dates are correct and that all calculations are properly computed. A wrong construction date or simple mathematical error can increase tax valuations.

- **Deflate Property Valuations:** Tax assessors generally value property on the basis of historical cost and the recent sales prices of other properties in the area. Often, when figuring local property taxes, numbers reported on the federal tax return will be used. Depreciable assets are valued at cost on the federal return when figuring depreciation deductions. However, the appropriate assessment for market value for property tax purposes may very different. Further, instead of performing actual physical inspections or assessments of properties every year, local assessors use "equalization ratios" to adjust the annual assessment. The equalization ratio is a type of an inflation adjustment meant to reflect the current general trend in property values. However, the current trend in property values may not apply to the Organization's property.

1.5 If the Organization can provide solid reasons for using different measures to value property, it may be able to receive a reduction in property taxes. Possible valuation methods can include:

- **Income Production:** Measure the current value of the cash flow stream generated by the property, which may be substantially lowered during a recession.
- **Replacement or Reproduction Cost:** How much it would cost to replace or reproduce the property should be determined. For example, if the construction industry is in a downturn, the cost to replace the property may be less than what the Organization paid for the property.

- Also the Organization should evaluate if it incurred any construction cost overruns due to bad weather, labor disturbances, material shortages, etc., that may have increased the cost of a new building without adding to its value. Decorative features may also add much less value than their actual cost.

- **Market Prices:** The actual recent sales of similar properties may show that the Organization's property is over-assessed.

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- **Unique Features or Business Obsolescence:** Changes to the characteristics of the property or features specific to the Organization's business may reduce its value. Examples can include:
 - Change in zoning restrictions that limit the use of the property.
 - Changes in neighborhood logistics, such as a median divider placed in a highway that deprives a location from access to customers, rerouting of a highway, closing of a railroad line or economic decline in the area that forces the Organization's traditional customer base to move away.
 - Obsolete design for the Organization's particular business needs such as a facility that has been specially designed to hold machinery that has been made obsolete by a competitor's innovation or a communications facility built with conventional wiring that is obsolete due to a switch in the industry to the use of fiber optics.
 - Unique design aspects which meet Organization needs but would reduce the value of a property to others.
 - A general downturn in the Organization's industry.
 - Including Personal Property in Building Valuations: Property that is movable is personal property and should not be included in a valuation of the building. Many items such as piping, wiring, climate control systems, generators, special supports and foundations for equipment may look like part of the building to the assessor but should not be included in the building's assessment.

1.6 Where the Organization is renting classroom or other facilities with triple net leases that includes property taxes that the Organization paid, the Organization should consider evaluating the lease location for the possibility that the landlord has not lowered the property taxes or is charging an unfair higher property tax to the Organization.

1.7 Under all circumstances the Organization should seek a property tax exemption or waiver. Oftentimes the County will assess taxes for the first year, and the waiver will apply thereafter.

2.1 APPEALING OF ASSESSMENTS

2.2 If upon review of the assessment and all other factors, the Finance Department believes a downward adjustment to the property assessment is appropriate, an appeal should be prepared. Experience has shown that if an organization presents a sound argument for challenging an assessment, the Organization has an excellent chance of receiving some type of tax reducing adjustment even if it is less than the Organization had requested.

2.3 The appeal case should include documentation of the above findings. It is important to keep in mind that the property tax assessor may not be familiar with

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the details of the Organization's business or industry, so the Organization must prepare to explain how such factors may affect a property's value.

2.4 Once a sound case is prepared, an appeal can be sought by simply calling the local assessor's office and asking for an appointment to discuss the assessment. The meeting with the local assessor will generally be informal. It is important to not be adversarial with the assessor but to present the attitude that the Organization is helping the assessor to reach a more accurate valuation for the property by presenting additional information.

2.5 If the Organization does not receive any or a large enough adjustment, an appeal may be made with the local Board of Appeals. These meetings will probably be more formal and the Organization may wish to provide expert testimony or obtain an independent appraisal of the property to present to the Board of Appeals.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

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SOP # G&A 109 Revision: 1
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: G&A109 CONFIDENTIAL INFORMATION RELEASE

Policy: The release of financial, statistical or other information that may be of a confidential nature to the Organization should be controlled. Individual requests should be referred to the Chief Financial Officer, or appropriate manager for disposition.

Purpose: To provide a means for the control of information to banks, media, credit bureaus, or other agencies and organizations.

Scope: All requests by an outsider to an employee regarding financial, revenue, marketing, customers, personnel, vendors, or other Organization confidential information. If in doubt, verify with the Chief Financial Officer

Responsibilities:

Chief Financial Officer is responsible for safeguarding all Organization information and determining the appropriate level of detail for release.

The Finance Department shall oversee all responses to all reference requests.

Procedure:

1.1 FINANCIAL INFORMATION REQUESTS

1.2 Typical written requests are for additional information concerning details of the published financial statements, litigation progress, insurance coverage, names of investors, etc. If the request is by letter or other written correspondence, the material shall be forwarded to the Chief Financial Officer who will decide what information may be released and who will be authorized to reply.

1.3 If the request is by telephone or a personal visit to our office, the requester should be referred to the Chief Financial Officer. If either is unavailable, the requester should be asked to provide their name, Organization, telephone number and address, if possible. Also they should be asked the reason for the request and a brief description of the information desired. This information should be written down and forwarded to the Chief Financial Officer for follow-up.

1.4 The Chief Financial Officer should determine the appropriate response for each request. Formal Financial Statement presentations to the Board of Directors, or other stakeholders such as banks, should be accompanied by an opinion or comment from the Organization's Certified Public Accountant (CPA) prior to any formal presentation. (If no outside CPA review is obtained then some people may

consider the Financial Statements as “Pro-Forma” and then request copies of completed tax returns). The Chief Financial Officer or designated Finance team member will examine the Financial Statements and prepare a formal version to one of three standards: compiled, reviewed or audited. The Organization should use an economically appropriate CPA standard sufficient to satisfy outside requirements.

The CPA standards are as follows:

- **Compiled Financial Statement.** The CPA is unable to make any assurances on the data or methods used to produce the financial statements. The CPA will re-cast the financial statements into a standard format (as per Generally Accepted Accounting Principles or GAAP) with a disclaimer that the statements are un-audited and the information is solely derived from the management of the business entity.
- **Reviewed Financial Statement.** The CPA is able to make some limited assurances that material changes are not required in order for the Financial Statements to be in conformity with GAAP. The CPA uses limited inquiry and some analytical procedures to ascertain the reasonableness of the statements. The information is then re-cast into a standard format with appropriate footnotes and a disclaimer that the statements are un-audited and only a limited inquiry has been made into the reasonableness of the information.
- **Audited Financial Statement.** The CPA provides assurance, through an opinion letter, that the financial statements are a fair representation of the financial position, results of operations, and cash flows of an entity. This opinion is given after a detailed review and verification of the accounting records and processes used to produce the data. Verification steps include various analytical procedures, client surveys, third party confirmation, and detailed accounting record reviews.

Any irregularities found could lead to either a “qualified” opinion, to indicate that something is inconsistent with GAAP, or an “adverse” opinion, which calls into question the reliability of the information itself. The CPA considers an adverse opinion very serious.

1.5 Some types of confidential information may require the signing of G&A 109 Ex1 NON-DISCLOSURE AGREEMENT, prior to release. This may include requests for product release schedules, development plans, elements of corporate strategy, customer lists, intellectual property, financial information, legal proceedings, or time sensitive information.

2.1 PERSONNEL INFORMATION REQUESTS

2.2 The Office Manager shall oversee all responses to all reference requests. No other employee, including a former employee’s immediate supervisor, shall be authorized to respond independently without first obtaining approval from Human Resources.

2.3 All requests should be in writing, using Organization letterhead, indicating in that letter that the subject of the reference request has applied for a job. Information is not to be provided over the phone.

2.4 Each response shall be obtained only from people with first-hand knowledge of the employee's performance.

2.5 The Office Manager shall review all responses to ensure that:

- Only factual information about the employee's job performance and qualifications for employment are included in the response. At no time should a response include emotions, personal feelings, rumors, non-work-related comments or exaggerations.
- If at all possible it is important that some form of documentation or solid evidence supports all information provided in the response.

2.6 Retain a copy of all responses, including the contents of any oral response, in the former employee's personnel file.

3.1 CREDIT REFERENCE INQUIRIES

3.2 All credit reference requests should be in writing. Information requests should be directed to the Office Manager and are not to be provided over the phone.

3.3 The Office Manager should review the Credit Inquiry form for completeness prior to responding. Retain a copy of all responses, including the contents of any oral response, in the customer's file.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revised to clarify processes	

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G&A 109 Ex1 NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT is made and entered into as of (DATE) between (THE ORGANIZATION NAME, STATE OF INCORPORATION AND ADDRESS), and (OTHER PARTY NAME, STATE OF INCORPORATION AND ADDRESS).

1. **Purpose.** The parties wish to explore and/or implement a business opportunity of mutual interest, and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.

2. **"Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment) that is designated as "Trade Secret", "Confidential", "Proprietary" or some similar designation, or is of such a nature or has been disclosed in such a manner that it should be obvious to the receiving party that such is claimed as confidential. Information communicated orally shall be considered Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing third party by third parties. Confidential Information includes, without limitation, a disclosing party's trade secrets, know-how, intellectual property and proprietary information as well as business plans, financial data and the status and terms of any discussions between the parties regarding a potential business transaction. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees or agents, except to those employees or agents of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. A receiving party shall be responsible and liable for the action of its employees and agents with respect to a disclosing party's Confidential Information and shall fully cooperate with the disclosing party in enforcing any rights of the disclosing party against any such person in connection with a breach of this Agreement. Neither party shall reverse engineer, disassemble or decompile any prototypes, software, or other tangible objects that embody the other party's Confidential Information and that are provided to the party hereunder. Neither party shall hire any employees of the other during the term of this Agreement and for a period of two years thereafter.

4. **Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own

highly confidential information and shall ensure that its employees and agents who have access to Confidential Information of the other party have signed a Non-use and Non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees and agents. Neither party shall make any copies of the Confidential Information of the other party unless the other party previously approves the same in writing. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

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5. **Ongoing Development.** Nothing in this Agreement shall prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as such shall not otherwise be a breach of this Agreement. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information. Each party shall remain free to use in the course of its business its general knowledge skills and experience incurred before, during or after the date of this Agreement and the activities hereunder.

6. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Upon termination of such discussions the parties shall return all Confidential Information as provided in paragraph 8 and shall have no further rights to evaluate or use the Confidential Information of each other for any purpose whatsoever.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY OF ITS RESPECTIVE CONFIDENTIAL INFORMATION.

8. **Return of Materials.** All documents and other tangible objects (except for any tangible objects purchased by a party) containing or representing Confidential Information that have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

9. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right, trademark, trade secret or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

10. **Term.** The obligations of each receiving party hereunder shall survive until such times as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party. Notwithstanding the surviving obligations of a receiving party to maintain the confidentiality of a disclosing party's Confidential Information either party may at any time given written notice to the other party that it does not desire to receive any additional Confidential Information from the other party. After receipt of such notice, such party shall no longer furnish its Confidential Information to the notifying party.

11. **Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other legal and equitable remedies.

12. **General Provisions.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Missouri, without reference to conflict of laws principles. This document contains the entire Agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived,

except by a writing signed by both parties hereto.

(THE ORGANIZATION).

By: Name:

Title: _____

(THE OTHER PARTY)

By: _____

Name: _____ Title:

&A109 Confidential Information Release

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SOP # G&A 110 Revision: 0
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: G&A 110 DOCUMENT CONTROL

Policy: All documents used to provide work direction or set policy should be reviewed, approved, distributed and controlled by the office of the Chief Financial Officer.

Purpose: To define the methods and responsibilities for controlling documents used to provide work direction or set policy, and to define methods for document revision, approval, and distribution.

Scope: This procedure applies to all documents required by the Accounting Management System. Documents of internal or external origin are included.

Responsibilities:

The Chief Financial Officer is responsible for controlling and reviewing, at least annually, the Accounting Manual, all procedures and instructions related to the Accounting Management System, and all External Documents that are required.

The Finance Team is responsible for maintaining and controlling the Accounting Manual, all procedures and instructions related to the Accounting Management System, and all External Documents that are required.

School Principals are responsible for ensuring the relevant versions of documents are available at the points of use and that they are legible.

Definitions: Controlled Document: A document that provides information or direction for performance of work that is within the scope of this procedure. Characteristics of control include such things as Revision Number (letter), Signatures indicating review and approval, and Controlled Distribution.

Document: Information and its supporting medium. The medium can be paper, magnetic, electronic, optical computer disc, photograph, or sample.

External Document: A document of external origin that provides information or direction for the performance of activities within the scope of the quality management system. Examples include but are not limited to: customer drawings, industry standards, international standards, or equipment manuals.

Procedure:

1.1 DOCUMENT DISTRIBUTION

1.2 Federal, State, and Local grants and contracts should be controlled. It is up to the Chief Executive Officer, Chief Financial Officer, and Chief Operations Officer to dispose of previous revisions as new revisions are released.

1.3 Each applicable department is responsible for maintaining each department's controlled documents. Examples of external documents include Memorandums of Understanding that may be used or referenced.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revision to clarify processes and positions	

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G&A 110 Ex1 REQUEST FOR DOCUMENT CHANGE (RDC)

Date: _____ RDC No.: _____

Originator: _____

Document Title and Publication Date: _____

Page and Chapter, or Paragraph Number: _____

Description Of Problem, Opportunity Or Reason For Request (Define in Detail):

Solution Recommended (if known) Date Action Required by: _____

Comments: _____

Department Manager Approval: _____

Recommended Solution to Problem or Postponement/Dissolution of Request
(attach all necessary documentation to support response) _____

Approved By: _____ Date: _____

PROCEDURE FOR COMPLETING FORM

- 1) Complete top section of this form except for RDC number
- 2) Obtain Department Manager's approval
- 3) Forward original to the Office Manager who will assign a RDC number (Note: one copy will be returned to originator with RDC number assigned.
- 4) The Office Manager will take action and if appropriate will proceed with an RDC.
- 5) The Office Manager returns a copy to Originator upon resolution of request.

Distribution: Original - RDC File Copy 1 - Originator

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Accounting Policies, Procedures and Forms

G&A 110 Ex2 DOCUMENT CHANGE CONTROL			
Date: _____			
DCN#: _____			
RDC#: _____			
Doc. or Part No.	Description of Change, Documents affected and reason(s) for change(s)	Action Code(s)	Effective Date

Change Action Required

Make/order New Document: _____

Current Docs:

Use until depleted Return for Credit Scrap Save for spares

Other: _____

Comments: _____

Authorization(s): Chief Financial Officer

Authorization(s): Office Manager

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SOP # G&A 111 Revision: 0
Effective Date: 2/14/13

Prepared by: Central Office
Approved by: BOD

Title: G&A 111 FACSIMILE AND E-MAIL SIGNATURES

Policy: Fax and E-mail signatures are accepted as if the signature were an authentic wet blue ink signature for any official document.

Purpose: The purpose of this policy is to provide a clear explanation of the guidelines surrounding the use of Fax and E-mail signatures on Organization provided and received E-mail accounts and Fax Documents.

Scope: This applies to all Organization E-mail and Fax documents.

Responsibilities:

Chief Financial Officer is responsible for review and approval of signatures.

Background: E-mail and fax communication are often used more than any other form of communication, and is a form of business communication. The format of E-mail and fax documents should be professional in terms of signature and other formatting. E-mail and fax signatures should follow certain guidelines to fit with the overall image of the Organization. As such, the style of address, tone, spelling, grammar and punctuation of all messages should reflect the standards of formal business communication.

Procedure:

1.1 FAX AND EMAIL SIGNATURES

1.2 What should be included in an email signature:

E-mail and fax signatures should include your name, job title, department, mailing address, telephone and fax numbers, and Website address. This should be in plain text format to easily accommodate all types of users.

When the signature is for a contract or approving a document or official in any nature, the signature should only be acceptable if the signature is in original "blue" ink.

1.3 What should not be included in a fax or e-mail signature:

Elements that should not be included in fax or e-mail signatures include colored text, very large or complicated fonts, images, clip art or personal quotes. Faculty

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and staff should also refrain from using background images or stationary in their email correspondence.

1.4 No fax or email document is considered officially received as if it were an original blue ink wet signature until after the Organization has sent a formal reply to the fax or e-mail that the signature has been accepted.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

Title: G&A 112 MAINTENANCE REQUESTS

Policy: Any maintenance work must be approved and pre-authorized unless emergency circumstances occur.

Purpose: The purpose of this policy is to provide a clear explanation of the guidelines in obtaining approval for building, equipment, and general maintenance services.

Scope: This applies to any and all maintenance type service requests.

Responsibilities:

Chief Financial Officer or the Chief Financial Officer's staff designee is responsible for review and approval of maintenance requests.

Background: MERF and/or its maintenance contractors has the responsibility to repair, make replacements and adjust equipment and buildings in response to conditions discovered during performance of preventive maintenance, equipment breakdown/improper operation or employee complaint. MERF and/or its maintenance contractors shall respond to and accomplish any request that is relevant to the successful operation of the Organization and its school and system locations.

Procedure:

1.1 MAINTENANCE REQUESTS

1.2 Maintenance requests will be reviewed and approved or disapproved by the Chief Financial Officer and/or the designated staff as appropriate.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

Title: G&A 113 ELECTRONIC BACKUP OF ACCOUNTING INFORMATION

Policy: All electronic accounting information systems must be backed up every week at a minimum on the Organization's server.

Purpose: The purpose of this policy is to provide a clear explanation of the need to backup electronic accounting data regularly.

Scope: This applies to the accounting program.

Responsibilities:

The Finance Department is responsible for ensuring that the accounting program information is properly backed up.

Background: Electronic Accounting Information Backup means measures should be adopted that ensures that all electronic accounting data is properly backed up to secondary sources such as off-site web based services and/or other media to protect the Organization's information in the event of any form of electronic data loss.

Procedure:

1.1 ELECTRONIC BACKUP OF ACCOUNTING INFORMATION

Full backups are taken daily at approximately 1:45 a.m. Pacific Time using our current accounting and budgeting systems.

Revision History:

Revision	Date	Description of changes	Requested By
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0	2/14/13	Initial Release	
1	4/7/22	Electronic Back-up of Accounting Information	Steve Budhaja, CFO

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G&A 113 Electronic Backup of Accounting Information
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SOP # G&A 114 Revision: 0
Effective Date: 2/14/13

Prepared by: Central Office
Approved by: BOD

Title: G&A 114 POLITICAL INTERVENTION

Policy: Consistent with its tax-exempt status under the Internal Revenue Code, it is the policy of MERF that the Organization shall not incur any expenditure for political intervention. Political intervention does not include lobbying activities, defined as the direct or indirect support or opposition for legislation, which is not prohibited under the Internal Revenue Code.

Purpose: The purpose of this policy is to provide a clear explanation of what the Organization may and may not be involved in with regards to politics.

Scope: All political activities of the Organization.

Responsibilities:

Chief Executive Officer is responsible for ensuring that the Organization is not seen as a political organization.

Background: The Organization is very well known and as such, political candidates may seek endorsements from MERF. This policy clarifies what MERF can and cannot do with regards to politics.

Definition: Political Intervention shall be defined as any activity associated with the direct or indirect support or opposition of a candidate for elective public office at the Federal, California or local level.

Procedure:

1.1 PROHIBITED EXPENDITURES

1.2 Examples of prohibited political expenditures include, but are not limited to, the following:

1. Contributions to political action committees
2. Contributions to the campaigns of individual candidates for public office
3. Contributions to political parties
4. Expenditures to produce printed materials (including materials included in periodicals) that support or oppose candidates for public office
5. Expenditures for the placement of political advertisements in periodicals

MERF will comply with all Federal and State laws and regulations regarding political intervention, lobbying, etc. Federal funds and those assets paid for by this program may not be used in any partisan activity.

2.1 ENDORSEMENTS OF CANDIDATES

2.2 It is the policy of MERF not to endorse any candidate(s) for public office in any manner, either verbally or in writing. This policy extends to the actions of management and other representatives of MERF, when these individuals are acting on behalf of, or are otherwise representing, MERF.

3.0 PROHIBITED USE OF ASSETS AND RESOURCES

3.1 It is the policy of MERF that no assets or human resources of MERF shall be utilized for political activities, as defined above. This prohibition extends to the use of MERF assets or human resources in support of political activities that are engaged in personally by board members, members of management, employees, or any other representatives of MERF. While there is no prohibition against these individuals engaging in political activities personally (on their own time, and without representing that they are acting on behalf of MERF), these individuals must at all times be aware that MERF resources cannot at any time be utilized in support of political activities except as identified in “1.0” above.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

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SOP # G&A 115 Revision: 1
Effective Date: 4/7/22

Prepared by: Central Office
Approved by: BOD

Title: G&A 115 ACCRUED LIABILITIES

Policy: The Organization will establish a list of commonly incurred expenses that may require accrual at the end of the fiscal year accounting period.

Purpose: The purpose of this policy is to properly recognize and accrue liabilities.

Scope: This applies to potential liabilities.

Responsibilities:

The Senior Controller & Financial Analysts with the support of Back-office provider are responsible for ensuring that the accrued liabilities are properly accounted for.

Background: Accrued liabilities are liabilities that have been incurred such as vacation pay but have not been paid.

Procedure:

1.1 Accrued Liabilities

1.2 Some of the expenses that shall be accrued by MERF at the end of an accounting period are:

- Salaries and wages
- Payroll taxes
- Vacation pay/Compensated absences
- Rent
- Interest on notes payable
- Insurance premiums
- Audit fees
- Charter Management Organization fees

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

1	11/12/15	Inclusion of back-office provider service provider	Oswaldo Diaz, CFO
2	4/7/22	Updated to include Senior Controller	Steve Budhraj, CFO

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SOP # G&A116 Revision: 1
Effective Date: 11/12/15

Prepared by: Central Office
Approved by: BOD

Title: G&A116 NOTES PAYABLE

Policy: It is the policy of MERF to maintain a schedule of all notes payable,

mortgage obligations, lines of credit, and other financing arrangements. This schedule shall be based on the underlying loan documents.

Purpose: The purpose of this policy is to properly track and recognize all notes payable and other similar obligations.

Scope: This applies to notes, loans, lines of credit, and obligations of the Organization.

Responsibilities:

Back-office provider is responsible for ensuring that all notes, loans, and other similar obligations are properly accounted for.

Background: Properly tracking and monitoring long term debt such as loans is important such that as payments become due, the Organization has sufficient cash flow to honor the obligation.

Procedure:

1.1 NOTES PAYABLE

1.2 Prepare a schedule that shall be based on the underlying loan documents and shall include all of the following information:

1. Name and address of lender
2. Date of agreement or renewal/extension
3. Total amount of debt or available credit
4. Amounts and dates borrowed
5. Description of collateral, if any
6. Interest rate
7. Repayment terms
8. Maturity date
9. Address to which payments should be sent
10. Contact person at lender
11. Loan covenants, if applicable

2.1 ACCOUNTING AND CLASSIFICATION

2.2 An amortization schedule shall be maintained for each note payable. Based upon the amortization schedule, the principal portion of payments due with the next

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G&A 116 Notes Payable

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year shall be classified as a current liability in the statements of financial position of MERF. The principal portion of payments due beyond one year shall be classified as long-term/non-current liabilities in the statements of financial position.

2.3 Demand notes and any other notes without established repayment dates shall always be classified as current liabilities.

Unpaid interest expense shall be accrued as a liability at the end of each accounting period.

2.4 A detailed record of all principal and interest payments made over the entire term shall be maintained with respect to each note payable. Periodically, the amounts reflected as current and long-term notes payable per the general ledger shall be reconciled to these payment schedules and the amortization schedules, if any, provided by the lender. All differences shall be investigated.

3.1 **NON-INTEREST-BEARING NOTES PAYABLE**

3.2 As a charitable organization, MERF may from time to time receive notes payable that do not require the payment of interest, or that require the payment of a below-market rate of interest for the type of obligation involved. In such cases, it shall be the policy of MERF to record contribution income for any unpaid interest.

3.3 For demand loans, recording of interest expense and contribution income shall be performed at the end of each accounting period, based on the outstanding principal balance of the loan during that period, multiplied by the difference between a normal interest rate for that type of loan and the rate, if any, that is required to be paid by MERF.

3.4 For loans with fixed maturities or payment dates, the note payable shall be recorded at the present value of the future principal payments, using as a discount rate the difference between a normal interest rate for that type of loan and the rate, if any, which is required to be paid by MERF. The difference between the cash proceeds of the note and the present value shall be recorded as contribution income in the period the loan is made. Thereafter, interest expense shall be recorded in each accounting period using the effective interest method, with the corresponding credit entry increasing the note payable account to reflect the amount(s) that shall be repaid.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Changes in responsibilities	Oswaldo Diaz, CFO

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SOP # G&A 117 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: G&A 117 FINANCIAL AND TAX REPORTING

Policy: The Organization will prepare annual and monthly financial statements as management considers necessary and prepare non-profit tax information and tax information returns within eight months of the fiscal year close.

Purpose: The purpose is to control and prepare consistent and accurate financial statements and tax returns that are relied upon by both internal and external parties.

Scope: This applies to financial statements and tax reporting documents.

Responsibilities:

Chief Financial Officer or his designee is responsible for preparing all tax documents and ensuring Organization financial statements are accurate.

Back-office provider is responsible for preparing all Organization financial statements.

Background: Preparing financial statements and communicating key financial information is a necessary and critical accounting function. Financial statements are management tools used in making decisions, in monitoring the achievement of financial objectives, and as a standard method for providing information to interested parties external to MERF. Financial statements may reflect year-to-year historical comparisons or current year budget to actual comparisons.

Procedure:

1.1 STANDARD FINANCIAL STATEMENTS

1.2 Prepare the basic financial statements at year end and as considered necessary for reporting purposes. The basic financial statements of the Organization are maintained and prepared by MERF on an Organization wide basis and shall include:

1. **Statements of Financial Position** - reflects assets, liabilities and net assets of MERF and classifies assets and liabilities as current or non- current/long-term.

2. **Statements of Activities** - presents support, revenues, expenses, and other changes in net assets of MERF, by category of net asset (unrestricted, temporarily restricted and permanently restricted)

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2.1 FREQUENCY OF PREPARATION

2.2 The objective of the Back-office provider is to prepare accurate financial statements in accordance with generally accepted accounting principles and distribute them in a timely and cost-effective manner. In meeting this responsibility, the following policies shall apply:

2.3 A standard set of financial statements described in the preceding section shall be produced on a quarterly basis for presentation at the Board of Directors meeting. The standard set of financial statements described in the preceding section shall be supplemented by the following schedules:

1. Individual statements of activities on a departmental and functional basis (and/or program/grant basis)
2. Comparisons of actual year-to-date revenues and expenses with year-to-date budgeted amounts

The bi-monthly set of financial statements shall be prepared on the cash basis of accounting with exception of year-end reports where accrual method of accounting must be used. Year-end report must include all receivables, accounts payable received by the end of the reporting period, and actual depreciation expense.

3.1 REVIEW AND DISTRIBUTION

All financial statements and supporting schedules shall be reviewed and approved by the Chief Financial Officer, prior to being issued by Back-office provider.

3.2 After approval by the Chief Financial Officer, a complete set of monthly financial statements shall, including the supplemental schedules described above, shall be distributed to the following individuals:

1. All members of the Finance and Audit Committee of the Board
2. Chief Executive Officer
3. School Principals and any other employee with budget-monitoring responsibilities will receive only the budget vs. actual report

3.3 Financial statements may include an additional supplemental schedule prepared or compiled by the Chief Financial Officer. The purpose of this schedule is to provide known explanations for material budget variances in accordance with MERF'S budget monitoring policies. Also included is a list which lists all invoices that have not been paid at the end of the year and all revenues, if any, that have not been received.

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4.1 ANNUAL FINANCIAL STATEMENTS

4.2 A formal presentation of MERF's annual financial statements shall be provided by the independent auditor to the full Board of Directors at MERF's annual meeting. This

presentation will be preceded by a meeting with MERF's Finance and Audit Committee, at which the Finance and Audit Committee will vote to accept or reject the annual financial statements.

5.1 GOVERNMENT RETURNS

5.2 MERF must be aware of its tax and information return filing obligations and comply with all such requirements of the Federal government, California and local jurisdictions. Filing requirements of MERF include, but are not limited to, filing annual information returns with the Internal Revenue Service (IRS), California charitable solicitation reports, annual reports for corporations, property tax returns, income tax returns, information returns for retirement plans, annual reporting of compensation paid, and payroll withholding tax returns.

6.1 FILING OF RETURNS

6.2 It is the policy of MERF to become familiar with the obligations in each jurisdiction and to comply with all known filing requirements. The Chief Financial Officer shall be responsible for identifying all filing requirements and assuring that MERF is in compliance with all such requirements.

6.3 It is also the policy of MERF to file complete and accurate returns with all authorities. MERF shall make all efforts to avoid filing misleading, inaccurate or incomplete returns.

6.4 Reports and returns which may be required to be filed by MERF include, but are not limited to, the following returns:

1. **Form 990** - Annual information return of tax-exemption of MERF, filed with IRS. Form 990 for MERF is due on the **fifteenth day of November, annually**.
 2. **Form 990-T** – Annual tax return to report MERF'S unrelated trade or business activities (if any), filed with the IRS. Form 990-T is due on the **fifteenth day of November, annually**.
 3. **Form 199** – Exempt Organization Annual Information Statement or Return (California) – This form is due on the **fifteenth day of November, annually**.
 4. **Form 5500** - Annual return for MERF'S employee benefit plans. Form 5500 is due on the **fifteenth day of November, annually**.
 5. **Federal and State Payroll Returns** - Filed on a quarterly or annual basis.
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6. **Form RRF-1** – Registration/Renewal Fee Report to Attorney General of California. This form is due on the **fifteenth day of November, annually**.
 7. **SF-SAC** – The Office of Management and Budget requires all Form SF-SAC and Single Audit submissions to be submitted on the Federal Audit Clearinghouse (FAC) Internet Data Entry System. The due date is established by OMB Circular A-133.
 8. **Form 1099's** – See **PUR101 VENDOR SELECTION**.

6.5 MERF'S fiscal and tax year-end is June 30. All annual tax and information returns of MERF Form 990, Form 990-T are filed on the accrual basis of reporting.

6.6 Federal and all applicable California payroll tax returns are prepared by the Chief Financial Officer, in consultation with MERF'S independent auditor and the pension plan third-party administrator.

6.7 It is the policy of MERF to comply with all California payroll tax requirements by withholding and remitting payroll taxes to California for each MERF employee.

7.1 PUBLIC ACCESS TO INFORMATION RETURNS

7.2 Under regulations that became effective in 1999, MERF is subject to Federal requirements to make the following forms "widely available" to all members of the general public:

1. The three most recent annual information returns (Form 990), and
2. MERF'S original application for recognition of its tax-exempt status (Form 1023 or Form 1024), filed with IRS, and all accompanying schedules and attachments.

7.3 It is the policy of MERF to adhere to the following guidelines in order to comply with the preceding public disclosure requirements:

1. Anyone appearing in person at the offices of MERF during normal working hours making a request to inspect the forms will be granted access to a file copy of the forms. The Chief Financial Officer shall be responsible for maintaining this copy of each form and for making it available to all requesters.

2. For all written requests for copies of forms received by MERF, the Organization shall require pre-payment of all copying and shipping charges. For requests for copies that are received without prepayment, MERF will notify the requester of this policy via phone call or by letter within 7 days of receipt of the original request.

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3. The copying cost charged by MERF for providing copies of requested forms shall be \$1.00 for the first page copied and \$0.20 for each subsequent page. All copies shall be shipped to requesters via Priority Mail, thus, shipping charges will be a standard \$5.00 per shipment.

4. After payment is received by MERF, all requested copies should be shipped to requesters in accordance with applicable laws. Making of all copies and shipping within the legal time period shall be the responsibility of the Finance Team.

5. For requests for copies made in person during normal business hours, copies shall be provided while the requester waits provided the request is for twenty-five (25) or less copied pages. Requests for copies in excess of 25 pages but less than 100 pages will be available the next business day. All requests in excess of 100 pages will be sent to the requestor in accordance with applicable laws.

6. MERF shall accept certified checks and money orders for requests for copies made in person. MERF shall accept certified checks and money orders or personal checks as payment for copies of forms requested in writing. Personal checks must clear the bank prior to the copies being made and delivered to the requestor.

8.1 UNRELATED BUSINESS ACTIVITIES

8.2 Identification and Classification of unrelated business activities must be separately identified.

8.3 It is the policy of MERF to properly identify and classify income-producing activities that are unrelated to MERF's tax-exempt purpose using the guidelines described in the Internal Revenue Code and underlying regulations. Such income accounts shall be segregated in separate accounts in the general ledger of MERF in order to facilitate tracking and accumulation of unrelated trade or business activities.

8.4 It is the policy of MERF to file IRS Form 990-T to report taxable income from unrelated trade or business activities. Form 990-T is not subject to any public access or disclosure requirements. Accordingly, it is the policy of MERF not to distribute copies of Form 990-T to anyone other than management and the Board of Directors of MERF.

Revision History:

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Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

1	11/12/15	Inclusion of back-office provider service provider process	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	

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SOP # G&A 118 Revision: 2
Effective Date: 2/11/21

Approved by: BOD **Prepared by: Central Office**

Title: G&A 118 BUDGETING

Policy: The School Site Principals with the support of Back-office provider are responsible for preparing, monitoring, and implementing the annual school site budget. The School Site Principal must have the school site budget approved by the Board of Directors no less than 60 days before the fiscal year. It is the School Site Principal’s responsibility to work with the central office in order to acquire the necessary budgetary information to implement their program. The budget may be revised as needed.

An annual Organization-wide budget shall be prepared on the accrual basis of accounting and the budget shall be adopted by the Board of Directors. The budget may be revised as needed. It is the policy of the Organization to adopt a final annual operating budget at least 60 days before the beginning of MERF’s fiscal year.

Purpose: A budget is a management commitment of a plan for present and future MERF activities that will ensure survival. It provides an opportunity to examine the composition and viability of MERF’s programs and activities simultaneously in light of all available resources

Scope: This applies to all departments and chart of accounts of the Organization.

Responsibilities:

Principal is responsible for providing information to the Back-office provider so that the back-office provider service provider can prepare the annual site budget and make revisions as needed.

The Finance Department is responsible for reviewing the school site and Organization-wide budgets and budget revisions.

Back-office provider is responsible for preparing the monthly budget vs. actual comparison reports.

Background: Budgeting is an integral part of managing MERF in that it is concerned with the translation of MERF’s goals and objectives into financial and human resource terms. A budget should be designed and prepared to direct the most efficient and prudent use of the MERF’s financial and human resources. A budget is a management commitment of a plan for present and future MERF activities that will ensure survival. It provides an opportunity to examine the composition and viability of MERF’s programs and activities simultaneously in light of all available resources.

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Procedure:

1.0 PREPARATION AND ADOPTION

1.1 The school site budgets will be developed by the School Site Principals and Back-

office provider., The Organization-wide budget will be prepared by the Chief Financial Officer with the support of Back-office provider. They will gather proposed budget information from all Finance teams and others with budgetary responsibilities and prepare the first draft of the budget. Budgets proposed and submitted by each department should be accompanied by a narrative explanation of the sources and uses of funds and explaining all material fluctuations in budgeted amounts from prior years.

1.2 After appropriate revisions and a compilation of all school site budgets by Back-office provider, a draft of the school site budgets and Organization-wide budget will be presented to the Chief Financial Officer for discussion, revision, and preliminary approval. The Chief Executive Officer is responsible for the final approval of all budgets.

1.3 The final budget is then submitted by the Chief Financial Officer to the Board of Directors for adoption. School Site Principals shall be present at the Board of Directors budget approval meeting.

1.4 It is the policy of MERF to adopt a final annual operating budget at least 60 days before the beginning of the MERF's fiscal year. In addition, the Finance Team must setup the new fiscal year accounts, to input the budget into the accounting system and establish appropriate accounting and reporting procedures (including any necessary modifications to the chart of accounts), to ensure proper classification of activities and comparison of budget versus actual once the new year commences.

2.1 MONITORING PERFORMANCE

2.2 MERF will monitor its financial performance by comparing and analyzing actual results with budgeted amounts. This function will be accomplished in conjunction with the monthly financial reporting process described earlier.

2.3 On a monthly basis, budget reports comparing actual year-to-date revenues and expenses with budgeted year-to-date amounts shall be produced by the Finance Team and distributed to each respective School Principal on a monthly basis.

2.4 The financial reports, interim reports, and budgets will be distributed to the Board of Directors. The Chief Financial Officer and School Site Principal, with the/support of Back-office provider, will be responsible for answering budget questions posed at the Board meetings.

2.5 The Chief Financial Officer will also institute an on-going monitoring plan to ensure the fiscal operations effectively implement all Federal and State requirements and to ensure the safeguarding of Federal and State funds and assets.

3.0 BUDGET MODIFICATION

3.1 After a budget has been approved by the Board of Directors and adopted by MERF, reclassifications of budgeted expense amounts may be made by Back-office

provider, with approval from the Chief Financial Officer or his designee (Controller or Senior Financial Analyst).

3.2 Budget reclassifications of any amount are at the discretion of the Chief Financial Officer.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider process	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	
3	2/11/2021	Revision to clarify budget modifications	Serdar Orazov, CFO

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SOP # G&A 119 Revision: 0
Effective Date: 2/14/13

Prepared by: Central Office
Approved by: BOD

Title: G&A 119 INSURANCE

Policy: It is the policy of the Organization to have an active risk management program that includes a comprehensive insurance package and to maintain adequate insurance against general liability, as well as coverage for buildings, contents, computers, fine arts, equipment, vehicles, machinery and other items of value.

Purpose: To have a comprehensive insurance package and to maintain adequate

insurance against general liability, as well as coverage for buildings, contents, computers, fine arts, equipment, vehicles, machinery and other items of value.

Scope: This applies to all areas of risk management.

Responsibilities:

Chief Financial Officer is responsible for monitoring risk management and identifying areas of insurance need.

Background: Risk management and insurance enable the Organization to hedge against known and unknown potential losses.

Definition: Workers' Compensation and Employer's Liability

Contractors are required to comply with applicable Federal and California workers' compensation and occupational hazard and disease statutes. If occupational hazard and diseases are not compensated under those statutes, they shall be covered under the employer's liability insurance policy.

Fidelity Bond

For all personnel handling cash, preparing or signing checks, MERF shall obtain insurance that provides coverage in a blanket fidelity bond. The specific needs of MERF will determine the dollar limit of this coverage.

Comprehensive Liability

This type of coverage may include directors, officers and employee general liability insurance, buildings, contents, computers, fine arts, boilers and machinery.

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Student Accident Insurance

All children enrolled in any of MERF's funded programs must be insured for accidents and injury. The limit per child enrolled will be determined by local area experience rates and potential risk assessments.

Procedure:

1.1 COVERAGE GUIDELINES

1.2 As a guideline, MERF will arrange for the following types of insurance, as a minimum:

Type of Coverage

- Comprehensive Liability
- Automobiles for Employees,

- Volunteers or Escorts
- Employee dishonesty/bonding
- Fire and Water Damage
- Directors and Officers
- Theft
- Workers' Compensation
- Student Accident Insurance

1.3 The dollar limits are identified in the Insurance Booklet.

1.4 MERF shall maintain a file of all insurance policies in effect. This file shall include the following information, at a minimum:

1. Description (type of insurance)
2. Agent and insurance company, including all contact information
3. Coverage and deductibles
4. Premium amounts and frequency of payment
5. Policy effective dates
6. Date(s) premiums paid and check numbers

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

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SOP # G&A 120 Revision: 1
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: G&A 120 SUPPLIES

Policy: It is the policy of the organization to maintain an internal control system over supplies to prevent theft, overstocking, understocking, spoilage and obsolescence.

Purpose: To physically safeguard organization assets and to maintain accurate financial reporting.

Scope: This applies to non-capitalized assets.

Responsibilities:

School Principal or designee is responsible for maintaining safeguards over cleaning and education supplies at each school.

Procedure:

1.1 SAFEGUARDS

1.2 Each Principal or designee is responsible for monitoring safeguards over assets at each school site. School will properly safeguard supplies inventory by keeping storage and locker facilities locked.

1.3 Cleaning/Maintenance Supplies. The Custodian at each site is responsible for custody of cleaning and repair and maintenance supplies.

1.4 Educational Supplies. The Administrative Assistant or designee is responsible for custody of educational supplies. Only the Administrative Assistant and the School Principal will have access to educational supplies.

1.5 Educational supplies will be controlled in part by forms documenting custody, i.e. textbooks issued to students and use of laptops.

2.1 MONITORING

2.2 School will establish optimum minimum and maximum stock levels for inventory.

2.3 Finance teams will maintain records detailing purchases of each significant inventory item for each fiscal year.

2.4 School Principal or designee will conduct a physical inventory of the supplies listed above on an annual basis. The completed inventory will then be submitted to Accounting so it can be reconciled to the general ledger.

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Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revision to clarify processes and positions	

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SOP # G&A 121 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: G&A 121 SCHOOL SITE ACCOUNTING

Policy: It is the policy of MERF to consider each school to be a separate and distinct financial accounting entity in order to maintain an accurate fund accounting system.

Purpose: The purpose of this policy is to clearly define relationships between each school and with the business office in regards to financial accounting.

Scope: This applies to the Organization's charter schools and business office.

Responsibilities:

Back-office provider, with the support of the Financial Analysts, is responsible for timely and accurate recording of transactions, providing useful management information, and properly reporting such information for various user needs.

The Chief Financial Officer is responsible for overseeing the Financial Analysts and providing assistance where needed.

Background: Separate accounting for each of the charter schools is critical in order to monitor budget performance and to determine how to allocate resources.

Procedure:

1.1 SEPARATE ACCOUNTING

1.2 Back-office provider will utilize the same accounting policies for each school they are responsible for. Consistency in accounting will ensure that the charter schools can be evaluated using the same benchmarks and will assist in evaluating performance.

1.3 Each Charter School will have its own accounting file to assist in maintaining separate accounting for each school, and a separate bank account to avoid commingling of funds.

2.1 FUNDRAISING

2.2 Revenues from fundraising will be recorded in the accounting system using the resource tracking system in order to account for funds received from different events. Funds may be used for operating purposes unless restricted by the donor or explicitly restricted by the event.

**Fundraiser Approval Process and
Gift-Entry and Recording Policies**

2.3 Fundraiser Approval Process: Each Magnolia Science Academy (MSA) teacher/staff member will submit a direct fundraiser request to the site principal.

The MSA site principal will thoroughly review the fundraiser request and either approve or deny a fundraiser request.

The head of development at the MPS Home Office under the office of the Outreach and Communication Department is informed to ensure there is alignment to the Magnolia Public Schools - Development Plan and Strategy.

If the fundraiser request does not align with the Development Plan and Strategy and/or the MPS mission and vision then a recommendation will be made to not proceed with the fundraiser to the site principal. If approved, and if the fundraiser will utilize the MPS website Stripe account, the head of the MPS development will create a “fund” specific to the fundraiser.

The MSA site fundraising lead will provide fundraiser details to the head of development to subsequently populate the fundraiser description section. If another approved donation payment app/s is utilized, then the MSA site fundraising lead will forward all donation details including fundraiser purpose, timeline, amount requested, amount received once the fundraiser has come to a close to the MPS finance and Development departments.

Payment apps offer convenience for business owners, contractors, and individuals who want to send money from person to person. Payment apps work by allowing you to make payments directly from your smartphone. You can make payments through your app without needing to have your credit card or debit card handy at all.

- Approved Apps: Stripe & Paypal

Magnolia Public Schools and Magnolia Science Academy website donation pages are operated by Stripe online payment processing. Funds are linked directly to each MSA’s account

- Donors Choose - Donors Choose is the most trusted classroom funding site for teachers.

Note, apps not listed need to be approved by the MPS Finance and Development departments prior to use by Magnolia Science Academy sites.

Gift-Entry and Recording Policy and Procedure

MSA sites will ensure all cash and checks are delivered to the MPS Finance department for accounting and depositing. An ACH transfer can be requested by the MPS Finance department throughout the duration of the fundraising campaign or as determined by the Chief Financial Officer.

The Finance department will subsequently forward the MSA fundraising totals to the MPS Development department for recording in the Grants Management Portal. Periodically, the MPS Finance department will request a funds transfer from Stripe or designated app to the prospective MSA accounts or as determined by the Chief Financial Officer.

The Development department will add/update donor information in the MPS Grants Management portal, especially if the information on the check and/or response form is different.

The Development departments will record gifts according to the donor’s intended use, i.e. unrestricted, restricted (specific program or project), endowment, etc.

The Development department will record in the system the source of the gift, i.e. direct-mail appeal, special event, personal solicitation, etc.

The Development department will prepare a quarterly report of gifts to be shared with appropriate staff and board committees for information and special acknowledgment.

The Development department will acknowledge all gifts within three to five business days using appropriate MPS thank-you letters based on the gift level.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider provider processes	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	
	4/7/22	Inclusion of Fundraiser Approval Process & Gift-Entry and Recording Policy	Steve Budhreja, CFO

SOP # G&A 122 Revision: 0
Effective Date: 2/14/13

Prepared by: Central Office
Approved by: BOD

Title: G&A 122 FRAUD REPORTING & WHISTLEBLOWER

Policy: To establish procedures for reporting concerns of fraud on a confidential basis; receipt, retention, and treatment of complaints received by the Organization regarding such concerns; and protection of anyone reporting fraud in good faith from retaliatory actions.

Purpose: It is the policy of the Organization that its operations are conducted according to the highest standard of integrity, and that its officers, directors, employees, consultants, volunteers, interns, vendors, and other agents observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Organization, all applicable laws and regulations must be followed, honesty and integrity must be practiced in fulfilling all responsibilities and all situations must be avoided that might conflict with responsibilities undertaken on behalf of the Organization. It is a federal crime for any organization – nonprofit or for-profit- to retaliate against a “whistleblower” who reports illegal, unacceptable, or suspicious activity (“Concerns”). This policy is intended to encourage and enable the reporting of Concerns within the Organization in order to prevent, detect and correct improper activities.

Scope: All officers, directors, employees, including temporary employees, consultants, volunteers, interns, vendors and other agents are covered by the scope of this policy and its guidelines.

Responsibilities:

Executive Management and Board of Directors are responsible for investigating any Concerns reported, and to ensure that the reporting person is protected from retaliation.

Background: The people closest to the day-to-day workings of an organization are the ones most qualified to identify and report improper activities. Experience has shown that these individuals will step forward if they are provided with a confidential means of reporting abuses and feel that they will be protected from retaliation, including loss of their job.

Procedure:

1.1 REPORTING RESPONSIBILITY

1.2 It is the responsibility of all those noted in the Scope of the Policy to report questionable or improper accounting or auditing matters or other Concerns as described above.

1.3 No officer, director, employee, including a temporary employee, consultant, volunteer, intern, vendor or other agent who reports a Concern in good faith shall be subject to retaliation or, in the case of an employee, adverse employment consequences. Any

individual who retaliates against someone who has reported a Concern in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

1.4 Reporting in good faith means that to the best of the individual's knowledge who is reporting a suspected fraud or abuse Concern, the fraud or abuse is factual.

1.5 An individual reporting a fraud or abuse Concern not in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment. In other words, fraudulently submitting a fraud or abuse Concern/allegation is not acceptable.

2.1 PROCEDURES FOR REPORTING CONCERNS

2.2 Employees and Consultants. Whenever possible, an individual should seek to resolve Concerns by reporting issues directly to his supervisor. If, for any reason, the individual is uncomfortable speaking to his supervisor or does not believe the Concern is being properly addressed, the individual should report the Concern directly to the Chief Operating Officer of the Organization. If the individual does not believe that these channels of communication can or should be used to express his Concern, the individual should report the Concern directly to a member of the Organization's Board of Directors. Concerns may also be submitted anonymously in writing or via voice mail to a Board of Directors member. Contact information for the Chief Operating Officer and a listing of Board of Directors members may be obtained from the Organization's website or by calling the Organization at (714) 892-5066.

2.3 Officers, Directors, Interns, Volunteers, Vendors and Other Agents. Officers, directors, interns, volunteers, vendors and other agents may report Concerns to the Chief Executive Officer or directly to a member of the Organization's Board of Directors. If the officer, director, intern, volunteer, vendor or other agent is uncomfortable reporting to any of these individuals, or if he does not believe the Concern is being properly addressed, the report should be escalated directly to the Chair of the Organization's Board of Directors.

2.4 Third Party Fraud Reporting Service. An individual also has the option to report any Concerns through a service specifically set up for MERF. These can be

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reported through the website at www.magnoliapublicschools.org or by calling the central office. Concerns addressed through these channels can be made anonymously if the individual chooses.

3.1 HANDLING OF REPORTED CONCERNS

3.2 All reported Concerns filed in accordance with this policy will be investigated by the Organization with due care and promptness. Matters reported internally without initial resolution will be investigated by the Chief Executive Officer of the Organization to determine if the allegations are true, whether the issue is material and what actions, if any, are necessary to correct the problem. The Organization staff may issue a full report of all matters raised under this policy to the Board of Directors.

For matters reported directly to a member of the Board of Directors or the Chief Executive Officer, the Audit Committee shall promptly acknowledge receipt of the complaint to the complainant if the complainant is known. An investigation will be held to determine if the allegations are true, whether the issue is material and what corrective action, if any, is necessary. Upon the conclusion of this investigation, the Audit Committee shall promptly report its findings to the Executive Committee of the Board.

The Audit Committee shall have full authority to investigate Concerns raised in accordance with this policy and may retain outside legal counsel, accountants, private investigators, or any other resource that the committee reasonably believes is necessary to conduct a full and complete investigation of the allegations.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

SOP # G&A 123 Revision: 0
Effective Date: 1/1/17

Prepared by: Central Office
Approved by: BOD

Title: G&A 123 CONFLICT OF INTEREST POLICY

Purpose: It is the policy of the Organization that the Governing Board shall review and adopt a conflict of interest policy annually or as required in accordance with authorizer MOUs.

Responsibilities:

Executive Management and Board of Directors are responsible for ensuring that the conflict of interest policy is reviewed and approved annually each July.

Background: Refer to separate document titled “Conflict of Interest Policy”.

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Revision History:

Revision	Date	Description of changes	Requested By
0	7/21/16	Documented policy approved by Board as separate document	Caprice Young

SOP # G&A 124 Revision: 0
Office
Effective Date: 3/08/18

Prepared by: Central
Approved by: BOD

Title: G&A 124 HOME OFFICE MANAGEMENT FEES

Policy: Charter school-related organizations (CSRO) may charge a charter school fees for the legitimate, contractually agreed upon services it provides to the charter school.

Purpose: To clearly define Home Office Management Fee calculations for all MPS school sites

Scope: This applies to all MPS schools of the organization.

Responsibilities:

The Finance Department is responsible for review and confirmation of all monthly calculations and payments from school sites to MERF.

Back-office service provider is responsible for accurate bookkeeping and recording of all payments and outstanding fees.

Chief Executive Officer and Chief Financial Officer are responsible for approval of all Home Office Management Fee transactions.

Procedures: The CMO fee policy which will be reviewed and updated each year along with the annual budget adoption as noted below

The Board of Directors (“Board”) of Magnolia Public Schools (“MPS”) adopts a policy for the MPS charter schools to fairly fund the Home Office for administrative services and support provided to the schools, sometimes referred to as the “CMO fee”. The Board authorizes and delegates to the MPS Chief Executive Officer, Executive Team and their designees (collectively, the “Home Office Team”) to calculate and collect the CMO fee in accordance with this policy.

The Home Office Management Fee for MSA 5 is not to exceed 15% of the school’s revenue, defined as the amount received in the current fiscal year from LCFF calculated pursuant to Section 42238.02, as implemented by Section 42238.03, per LACOE’s condition for authorization beginning fiscal year 2018-19. The Home Office Management Fee for MSA San Diego shall not exceed 11% of the total LCFF revenue based on the MOU with the current authorizer, SDUSD effective fiscal year 2015-16.

Revision	Date	Description of changes	Requested By
0	3/08/18	Initial Release	Nanie Montijo, CFO
1	6/11/2024	CMO Fee	Steve Budhraj CFO

SOP # CSH 101 Revision: 2

Prepared by: Central Office

Effective Date: 4/7/2022

Approved by: BOD

Title: CSH 101 CASH BOXES

Policy: Proper internal control should be maintained over funds received by cashiers or sales clerks of any type, even at fundraising events at all times.

Purpose: To identify the practices for cash box control, including cash receipts, special tender items, cash payouts and reconciliation with deposits.

Scope: All personnel that deal with the cash transactions.

Responsibilities:

Principal is responsible for safeguarding / verifying and controlling all cash assets at each school.

School Office Manager is responsible for ensuring the completeness and accuracy of all opening, closing and intermediate transactions.

School Office Manager is responsible for overseeing all event transactions.

Procedure:

1.1 CASH BOX/SAFE

1.2 Each fundraiser or individual collecting cash should collect cash for events and safeguard properly. Once all cash has been collected, this individual should submit the cash received to the School Office Manager as soon as possible for placement in the cash box. It is important to ensure that only one person has responsibility for collecting cash as to limit any opportunities for misappropriation.

1.3 All cash collected must be collected by the School Office Manager, counted together with the School Principal and one other person, and signed off by all three individuals that the cash count is accurate. The funds will then be safely secured until deposited by a designee of the School Office Manager.

1.4 If the cash balance at the end of day exceeds \$2,500, a bank deposit will need to be made the same day. Otherwise, all bank deposits will need to be made by the last business day of the week. At the end of the week there should be no more than \$100 left in the cash box for the following week.

1.5 Bank deposit documentation needs to be emailed to Back-office provider, in PDF format, for entry into the general ledger on a weekly basis.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider process	Oswaldo Diaz, CFO
2	4/7/22	Revision to clarify processes and positions	Steve Budhreja, CFO

SOP # CSH 102 Revision: 1
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: CSH 102 CASH RECEIPTS AND DEPOSITS

Policy: Accurate internal control of cash receipts and deposits will be maintained at all times. Cash deposits will generally be made on the same day as receipt.

Purpose: To establish the procedures to be followed for receiving, applying and depositing cash receipts.

Scope: This procedure applies to all cash receipts received by the Organization.

Responsibilities:

Finance team is responsible for processing all cash and check transactions and depositing checks received in the bank.

Finance team is responsible for inspecting and verifying proper signatures or endorsements on checks.

School Principal/Office Manager is responsible for all fundraising transactions.

Definitions: Tender Item. Any item used to tender or pay for a transaction is considered a tender item. Tender items can include coupons, gift certificates, credits, rebates, cash, checks, barter credits, etc.

Procedure:

1.1 **CUSTOMER AND AGENCY DEPOSITS**

1.2 Cash receipts generally arise from:

- Contracts and Grants
- Direct donor contributions
- Fundraising activities

The principal steps in the cash receipts process are:

Central Office - The Receptionist receives incoming mail, opens, date stamps, and distributes the mail. The Finance team stamps all checks "for deposit only," and makes one (1) copies of each check. The checks are kept in a locked cabinet until ready for deposit.

Weekly (or more often if necessary), the Finance team processes the following: the endorsed checks, the deposit log book, and the correct account allocation for each deposit. The Finance team processes the deposit and

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takes it to the bank for deposit. A copy of the deposit slip is attached to the deposit. The

deposits are put in a file to attach to the bank statement.

All cash received at the central office will be counted, verified, and signed off by two people from Accounting and another available staff member. The cash will immediately be posted using the appropriate allocation. A receipt will be given to the paying party and a copy kept for internal purposes. The cash will be kept in a locked, secure location and deposited within 24 business hours, but no longer than the last business day of the week.

School Site - The Receptionist receives incoming mail, opens, date stamps, and distributes the mail. The checks are kept in a locked cabinet until ready for deposit.

Weekly (or more often if necessary), the Principal, Office Manager, or designee will deposit the checks to the bank for deposit. The Principal, Office Manager, or designee will then send copies of the check(s) deposited and the original deposit slip receipt from the bank to the Finance team for processing.

The back office provider will process the deposit and enter into the accounting system. A copy of the deposit slip is attached to the deposit. The deposits are put in a file to attach to the bank statement.

2.1 APPLICATION OF ACCOUNTS RECEIVABLE

2.2 Inspect all incoming accounting mail for checks.

2.3 Finance team should photocopy all checks. Any papers attached to the checks should be stapled to the check photocopy and the envelopes discarded.

2.4 Finance team will use the photocopy of the checks and customer remittance advices to apply the cash payments to the Accounts Receivable Ledger if applicable. Unapplied payments are to be credited against the oldest open aging column on the accounts receivable ledger. A standard letter of information and/or inquiry should be sent or faxed to the payer when there is any question as to the correct application of the check.

2.5 Checks returned once should be deposited a second time. Already re-deposited checks should be debited back to the account.

2.6 Prepare all checks received for deposit.

3.1 DEPOSIT, ENDORSEMENT OF CHECKS, TIMELINES OF BANK DEPOSITS

3.2 The Finance team will inspect all checks for proper signature or endorsement. If a check is received without a proper signature then process the check as per CSH 103 PROBLEM CHECKS procedure

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3.3 All checks should be endorsed as follows:

a. With the restrictive endorsement "For Deposit Only" along with,

- b. The Organization's designated bank deposit account number,
- c. The name, "Magnolia Education and Research Foundation",
- d. The bank name.

3.4 No check should be withheld from daily deposit unless it is legally imperfect. The endorsed checks should then be returned to the Finance Team. Bank deposits will be made on a daily basis, unless the total cash amount received for deposit is less than \$2,500 . Receipts must be deposited no later than the Friday of the week it was received. Any cash not deposited on a daily basis will be kept in a locked fireproof cabinet with access limited to the Chief Financial Officer, and the Finance Manager.

3.5 At time of deposit, collect all cash and checks and prepare a bank deposit slip for deposit in the Organization's authorized bank. Ensure that collections are deposited into the correct bank account, and that the name of the charter school is listed on the deposit slip.

3.6 Place a duplicate copy of the deposit ticket and collected cash into a cash bag for transport to the bank. Deposits should be made no less frequently than daily if amount of cash exceeds \$2,500 . If the deposit cannot be made immediately then the deposits should be stored in a secure area for later deposit.

3.7 Extreme care should be taken to protect the safety of the person making the deposit and the deposit itself. Actions to be considered are, making deposits only during daylight hours, using random deposit times and different routes to the bank, and assigning two people to make deposits.

3.8 The deposit amount should be entered into the accounting program.

3.9 No disbursements should be made from collections, nor can personal checks be cashed.

Revision History:

Revision	Date	Description of changes	Requested By
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0	2/14/13	Initial Release	
1	9/5/17	Revision to clarify processes and positions	

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SOP # CSH 103 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: CSH 103 PROBLEM CHECKS

Problem: To save time in returning and following-up on unsigned, checks marked "payment in full", or returned by the bank. These checks should be processed as follows and deposited.

Purpose: To describe how these types of checks should be handled before depositing.

Scope: This procedure applies to all checks received by the Organization.

Responsibilities:

Back-office provider is responsible for processing all check transactions for each school.

Definitions: NSF. Non-Sufficient Funds or NSF checks are those that are returned from the bank because the balance in the checking account was not high enough to cover the check. The check is then stamped NSF or "insufficient funds", "uncollected funds", or maybe "account closed".

Procedure:

1.1 UNSIGNED CHECKS

1.2 The word "over" should be typed or written on the line where the signature would normally appear. On the back, type "Lack of Signature Guaranteed" and then add the Organization name, manager's name, title and signature.

Note: This indicates to the bank that the Organization will take back the check as a charge against its account in the event it isn't honored. In the event the check is not honored, the Office Manager should immediately follow-up with the issuer.

1.3 Continue processing the check.

2.1 PARTIAL PAYMENT CHECKS MARKED "PAYMENT IN FULL"

2.2 If there's no dispute as to the amount, a check tendered for less than the amount due and marked "payment in full" (or similar wording) can be cashed without jeopardizing the right to recover the balance. However, if there's a bona fide dispute as to the amount owing, the Organization runs the risk that payment will be deemed to have settled the disputed claim for the lesser amount.

2.3 To overcome any potential pitfall, the check should be endorsed with the following statement "Check is accepted without prejudice and with full reservation of all rights under section 1-207 of the UNIFORM COMMERCIAL CODE (see Reference A).

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2.4 Continue processing the check as per procedure CSH 102 CASH RECEIPTS AND DEPOSITS.

2.5 The Office Manager should then work with the customer to resolve collection of the remaining balance due.

3.1 RETURNED CHECKS

3.2 A returned check for less than \$100 or stamped "uncollected funds," should be re-deposited the following day, if the check is not already stamped, "Do Not Re- Deposit".

3.3 For returned checks in amounts greater than \$100, the bank that the check is drawn against should be telephoned to determine if the check amount will clear the customer's account. If sufficient funds exist the check should be re-deposited. If the check is very large, consider taking the check directly to the issuing bank for recovery.

Note: The customer's account number should be the second number series located at the bottom center of the check.

4.1 REDEPOSITED CHECKS

4.2 In the event a re-deposited check is returned or if sufficient funds do not exist to cover the check, the Office Manager should contact the issuer by phone to report the problem and discuss how the matter will be resolved. Then issue a formal notice CSH 103 Ex1 BAD CHECK NOTICE via certified mail with a return receipt requested to ensure the customer understands the seriousness of the issue.

4.3 Whenever a check is re-deposited more than once a handling fee should be considered.

References:

A. UNIFORM COMMERCIAL CODE (UCC)

The "Uniform Commercial Code" or UCC began as a model for each state legislature to modify and adopt as law in that state. Therefore, the UCC is not the same in every state. Each state's court system can interpret the UCC differently thereby creating different case law in that state and producing different results.

Business people cannot assume that the law will be exactly the same in each state. For more information see the Secretary of State for each State in question.

B. BAD CHECK LAW

Bad Checks are considered part of the UCC and therefore are a matter of state law enforcement. Section 3-104(2)(b) of the UCC, defines a check as "a draft drawn on a bank and payable on demand." Each state has a different "Bad Check Law" see UCC above.

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Postdated check: since it is not payable on demand, most states believe that the giving of a post-dated check does not constitute a present fraud nor is it within the scope of the bad check laws.

Payments for COD or pre-existing debt: In most cases, NSF checks are not considered under the bad check law if they are used to pay a note payment or to pay an invoice that is on

account. However, if the debtor provides a creditor with a NSF check for a COD order, then that act does fall within the bad check laws.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of Back Office	Oswaldo Diaz, Chief Financial Officer
2	9/5/17	Revision to clarify processes and positions	

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SOP # CSH 104 Revision: 1
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: CSH 104 WIRE TRANSFERS

Policy: To provide additional payment options to customers and vendors in order to make funds immediately available to the receiving party. Wire transfers should be treated with special care and accuracy to prevent loss to the Organization or the customer.

Purpose: To explain the steps necessary to ensure proper procedures are followed when processing wire transfer requests.

Scope: This procedure applies to customers who are sending or receiving wire transfers and the financial institutions which process these requests.

Responsibilities:

Chief Financial Officer is responsible for initiating all outgoing wire transfer requests.

Chief Executive Officer or Chief Financial Officer should approve all wire transfers regardless of amount. Finance team is responsible for processing all incoming wire transfers.

Definitions: ABA The American Bankers Association or ABA number is a unique routing identification code is issued to a Federal or State chartered financial institution which is eligible to maintain an account at a US Federal Reserve Bank. The ABA Routing Number (a.k.a. ABA number; Routing Transit number) is used to identify participants in automated clearinghouses, electronic funds transfer, and on-line banking.

Procedure:

1.1 INCOMING WIRES

1.2 Wire transfers are processed the same as a check in accordance with the CSH 102 CASH RECEIPTS AND DEPOSITS procedure.

1.3 Upon the banks receipt of the wire transfer the bank may create a wire transfer notification. Normally these are mailed but many banks may also provide notification via e-mail, phone, fax, or via an on-line banking interface. The bank notification serves as documentation the the money has been received.

2.1 OUTGOING WIRES

2.2 The Chief Financial Officer will initiate wire transfers as necessary. This will take place on the secured website maintained by the Organization's bank. Chief Executive Officer must approve all wire transfers by logging into the bank's secured website and approving the transfer. Wire transfers cannot be made without this secondary authorization.

2.3 Wire transfers should originate from a checking account. Reference A - FRB Reg D. - establishes limits on transfers from savings or money market accounts but there are no limits on transfers from checking accounts.

References:

A. FRB REG D: RESERVE REQUIREMENTS OF DEPOSITORY INSTITUTIONS

Defines consumer depository accounts (e.g., checking, savings, money market, CDs, transactions etc.) and the rules governing those accounts. This law also requires that financial institutions keep a minimum amount of reserve deposits either as vault cash or with the Federal Reserve.

The Federal Reserve Board's Regulation D limits the number of certain withdrawals and transfers from savings accounts. All financial institutions are subject to this regulation. Examples savings accounts affected by this regulation include: Regular Savings and Money Market accounts. Transactions on Checking accounts are not limited.

Regulation D, allows up to six (6) preauthorized or automatic withdrawals or transfers to another account at the same financial institutions or to a third party during a calendar month. There may be no more than three (3) of these six (6) transfers by check, debit card, or similar order, clearing an account. A "preauthorized transfer" includes arrangement the credit union make either to pay a third party, one time, on written or verbal instruction, or to pay a third party on a fixed schedule, (i.e. bill payer, ACH authorizations).

B. FRB REG E: ELECTRONIC FUND TRANSFER ACT

Establishes the rights, liabilities and responsibilities of all parties involved in electronic fund transfers and protects consumers when they use such systems. Examples of these transactions include those at automated teller machines, telephone bill-payment plans, point-of-sale purchases and pre-authorized transfers to and from a consumer's account (such as direct deposit and regular utility and mortgage payments).

Regulation E prescribes rules for the solicitation and issuance of EFT cards; governs consumers' liability for unauthorized electronic fund transfers (resulting, for example, from lost or stolen cards); requires institutions to disclose certain terms and conditions of EFT services; provides for documentation of electronic transfers (on periodic statements, for example)- sets up a resolution procedure for errors; and covers notice of crediting and stoppage of preauthorized payments from a customer's account.

Stored-value cards (also known as "smart cards") and home banking by personal computer would be subject to Regulation E because the act governs electronic fund transfers.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revision to clarify processes and positions	
2	4/7/22	Add CFO as approver of wire transfer	Steve Budhraj, CFO

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SOP # CSH 105 Revision: 0
Effective Date: 2/14/13

Prepared by: Central Office
Approved by: BOD

Title: CSH 105 CHECK SIGNING AUTHORITY

Policy: MPS Board of Directors appoints and approves employees authorized to sign checks.

Purpose: To outline the check signing authority process.

Background: While a hired accountant, office manager, or accounting clerk may be responsible for entering bills, paying bills, and printing out checks, all printed checks and related documentation should be presented to a second individual for signing. No one person or employee should be allowed to enter invoices, select invoices for payment, then print and sign checks. At a minimum, this process requires at least two individuals to ensure the integrity of the accounting system remains intact.

Scope: This procedure applies to all regular bank checking accounts of the Organization.

Responsibilities:

Chief Executive Officer is responsible for adding and removing check signing authority. Any change made is subject to board approval.

Chief Financial Officer is responsible for managing the check signing authority process and alerting all individuals and banks of any changes to authority.

Procedure:

1.1 AUTHORIZED CHECK SIGNERS

1.2 The Board of Directors and the Chief Executive Officer should approve authorized check signers in writing. All approvals should be forwarded to the Chief Financial Officer for processing.

1.3 The Chief Executive Officer and Chief Financial Officer should have check signing authority.

1.4 For back-up purposes, it is advisable to have at least three check signers authorized for each checking account. One should be the Chief Financial Officer or primary signer and the other should be the Chief Executive Officer or secondary check signer. The third should be a back-up signer. The back-up signer should be a trusted individual but not necessarily an employee. It could be a board member or another principal in the Organization. A back-up signer will ensure continuing operations in case both the primary and secondary signers become incapacitated for any period of time.

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1.5 If the check signer also authorizes purchase orders, their access to the accounting system should be limited to “read” access as to maintain proper segregation of duties.

2.1 CHANGING CHECK SIGNERS

2.2 The Executive Assistant/Board Secretary receives all approval paperwork and should prepare and maintain a file record of all authorized check signers and CSH 105

CHECK SIGNING AUTHORITY LOG.

2.3 The CHECK SIGNING AUTHORITY LOG should be kept current of all individuals and their status to sign checks as soon as their status changes. The log should contain the following information:

- Recipient name / position or title
- Authority start date
- Authority end date
- Maximum expenditure authority level

2.2 Contact the bank that administers the checking account for details on adding, changing, or removing check signers from a checking account. Normally this is a simple process of presenting identification and signing a card to be placed on file at the bank.

Banks maintain an authorized check signer's card for each checking account. Only those individuals listed on the authorized check signer's card may sign checks.

2.3 The Chief Executive Officer or the Board of Directors may revoke check signing authority. Any person who is no longer entitled to sign Organization checks will be notified in writing. The Chief Financial Officer will oversee the proper notification of the Organization's banks whenever authorized signature changes are made.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/14/19	Authorized signer	Nanie Montijo, CFO

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CSH 105 Ex1 CHECK SIGNING AUTHORITY LOG

RECIPIENT NAME/TITLE	START DATE	END DATE	AUTHORITY LEVEL (maximumDollar)

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SOP # CSH 106 Revision: 1
Effective Date: 10/14/19

Prepared by: Central Office
Approved by: BOD

Title: CSH 106 CHECK MATTERS

Policy: To ensure efficient processing and record keeping all check matters will need to be handled and documented appropriately.

Purpose: To describe the process for matters relating to checks.

Scope: All checks.

Responsibilities:

Chief Financial Officer or Finance team is responsible for managing other check matters.

Procedure:

1.1 CHECK ORIGINATION

1.2 The Organization permits the use of manual checks for payroll related payments after the board approved process is followed.

1.3 In no instance can the payee of a check be made to “Cash”.

2.1 CHECK STOP PAYMENT

2.2 It is important to place the stop payment information on the account as quickly as possible to prevent losses. The following information should be obtained and recorded on the bank’s Stop Payment Form or address online:

- Requester’s name and department
- Account number
- Check number
- Date of the check
- Who the check is made payable to
- Amount of the check
- Reason for the stop payment

2.3 The stop payment information above should be forwarded to the Finance team or Chief Financial Officer who will contact the bank to put a stop on the check.

2.4 An authorized check signer may need to sign the bank’s Stop Payment Form or address online, typically within ten business days. Normally, stop payments are placed on the account for approximately six months.

2.5 To release the stop payment, an authorized check signer may need to contact the bank and sign a release. Note: signing the release allows the check to be paid.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revision to clarify processes and positions	
2	10/14/19	Revision to permit use of manual checks	Nanie Montijo, CFO

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SOP # CSH 107 Revision: 1
Effective Date: 4/7/22

Prepared by: Central Office
Approved by: BOD

Title: CSH 107 BANK ACCOUNT RECONCILIATIONS

Policy: To ensure the accuracy of the Organization's bank account records by

proving the monthly balance shown in the bank's Account Register.

Purpose: To outline the practices for preparation of a Monthly Bank Reconciliation

Scope: This applies to all bank accounts maintained by the Organization.

Responsibilities:

Chief Financial Officer or designee is responsible for review and approval of all reconciliations.

Back-office service provider is responsible for reconciling each site's respective checking account.

Background: Errors or omissions can be made to the Organization's bank account records due to the many cash transactions that occur. Therefore, it is necessary to prove the monthly balance shown in the bank account register. Cash on deposit with a bank is not available for count and is therefore proved through the preparation of a reconciliation of the Organization's record of cash in the bank and the bank's record of the Organization's cash that is on deposit.

Procedure:

1.1 BANK STATEMENT PREPARATION

1.2 After receipt of the monthly bank statement and/or online printing of the monthly bank statement, back-office accountant should prepare the monthly bank reconciliation as follows:

- By the 15th of the following month for MSA 1, MSA 2, MSA 3 and MSA 5 and;
- By the 20th of the following month for MSA 4, MSA 6, MSA 7, MSA 8, MSA SA and

After preparation, the back-office client manager will carefully review the bank reconciliation. Once reviewed, the bank reconciliations are sent to the Finance Team for final review and approval. To preserve proper segregation of duties, no single employee, should perform both cash transaction functions and bank account reconciliations.

The list of outstanding checks for vendor and employee expense payments is reviewed on a monthly basis by the Accounts Payable staff. If the date on the check is more than 120 days old, the check is stale.

2.1 COMPUTERIZED FORMAT

2.2 In the computerized environment, the accounting system provides an automated bank reconciliation task. This task is generally selected once a month in conjunction with receiving the month end bank statement and/or online printout of the month end bank statement. Once selected, the screen shows a list of all items that have been posted to the cash account and that have not been cleared from the previous month's account reconciliation. The screen is usually divided into two segments: one half is a list of all checks and other charges reducing cash, and the other half is a list of all deposits and other items increasing cash. This screen would also have a field for entering the proper month end date and the balance at month end, per the bank.

2.3 After the account-reconciling task is successfully completed, a report is provided which shows the reconciliation process, including outstanding checks and deposits in transit.

Note: Once completed, the bank reconciliations and bank statements are filed electronically.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revision to clarify processes and positions	
2	4/7/22	Update stale check policy to reflect 120 days	Steve Budhraj, CFO

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CSH 107 Bank Account Reconciliations

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SOP # CSH 108 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: CSH 108 INTER-ACCOUNT BANK TRANSFERS

Policy: To ensure the accuracy of the Organization's bank account records by providing documentation of bank transfers.

Purpose: To outline the practices for preparation of an inter-account bank transfer

Scope: This applies to all bank accounts maintained by the Organization.

Responsibilities:

Chief Executive Officer is responsible for review and approval of all inter-account bank transfers

Chief Financial Officer is responsible for performing all inter-account bank transfers.

Background: Errors or omissions can be made to the Organization's bank account records due to the many cash transactions that occur. Therefore, it is necessary to authorize all inter-account bank transfers.

Procedure:

1.1 INTER-ACCOUNT BANK TRANSFER

1.2 Back-office provider monitors the balances in the bank accounts to determine when there is a shortage or excess in the checking account. Back-office provider recommends to the Chief Financial Officer when a transfer should be made to maximize the potential for earning interest or when funds are needed for processing payroll or other transfer needed. The Chief Financial Officer will determine when to make a transfer and in what amount. After the transfer has been initiated by the Chief Financial Officer, the Chief Executive Officer must log into the online banking system in order to complete the bank transfer process. A copy of the transfer is given to Back-office provider.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider service provider process	Oswaldo Diaz, Chief Financial Officer
2	9/5/17	Revision to clarify processes and positions	

SOP # CSH 109 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: CSH 109 JOURNAL ENTRIES AND RECLASSIFICATION ENTRIES

Policy: To ensure the accuracy of the Organization's books and records by proving documentation of journal entries and reclassification entries. All journal entries shall be authorized in writing by the Finance Manager initialing or signing the entries.

Purpose: To outline the practices for preparation of journal entries and reclassification entries.

Scope: This applies to all accounting transactions performed by the Organization.

Responsibilities:

The Chief Financial Officer is responsible for review and approval of all journal entries and reclassification entries.

Back-office provider is responsible for performing all journal entries and reclassification entries

Background: Journal entries can directly affect the presentation of financial statements. Therefore, it is necessary to authorize all journal and reclassification entries.

Procedure:

1.1 JOURNAL ENTRIES AND RECLASSIFICATION ENTRIES

1.2 The Chief Financial Officer the Financial Analysts and Back-office provider monitor the balances in the accounting records of the Organization.

All general ledger entries including audit adjusting entries, reclassification entries, or other such journal entries shall be supported by journal vouchers or other documentation, which shall include a reasonable explanation of each entry.

Examples of such journal entries include:

1. Recording of noncash transactions
2. Corrections of posting errors
3. Non-recurring accruals of income and expenses

Certain journal entries, called recurring journal entries, occur in every accounting period. These entries may include, but are not limited to:

1. Depreciation of fixed assets
2. Amortization of prepaid expenses

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3. Accruals of recurring expenses
4. Amortization of deferred revenue

Support for recurring journal entries shall be in the form of a schedule associated with the underlying asset or liability account or, in the case of short-term recurring journal entries or immaterial items, in the form of a journal voucher.

It is the policy of MERF that all journal entries not originating from subsidiary ledgers shall be authorized in writing by the Chief Financial Officer initialing or signing the entries.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Revision of responsibilities	Oswaldo Diaz, Chief Financial Officer
2	9/5/17	Revision to clarify processes and positions	

Title: CSH 110 PETTY CASH PURCHASES

Policy: The Organization does not permit the use of petty cash.

Scope: This applies to all petty cash transactions.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Removal of petty cash use	Oswaldo Diaz, Chief Financial Officer

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Title: CSH 111 CREDIT CARDS AND DEBIT CARDS

Policy: It is the policy of the Organization to provide credit cards to authorized members of the Organization staff in the performance of their duties and responsibilities. The Organization does not permit the use of debit cards. The use of credit is the same as handling cash; every precaution must be taken to account for all funds, whether Federal, State or otherwise, and the most efficient and effective purchasing procedures as well as internal controls will be implemented to safeguard Organization funds.

Purpose: To be able to use credit cards in a controlled manner that allows for purchases such as travel and where a check and/or purchase order is not accepted.

Scope: This applies to transactions at the discretion of the School Principal, Chief Executive Officer and Chief Financial Officer.

Definitions: Batch. All of the day's credit card transactions are collected into a "batch" of transactions. The batch is closed, usually at the end of the day, and the result is submitted to the merchant processor as a single "batch".

Settlement. The processor clears the credit card transactions in the batch and the result is "settled" to the designated bank account. Settlement varies by Credit Card organization but usually occurs in 2-3 days after a batch is closed.

Processor. The processor is responsible for authorizing credit card transactions and settling each batch. The processor is also the Organization that one must interface with on all discrepancies or "chargebacks".

Chargebacks. A chargeback occurs when a customer (cardholder) disputes a charge that appears on their monthly credit card statement. If the dispute is unable to be resolved, then the transaction is charged back to the merchant. The processor charges the merchant and returns the cardholder's money.

Responsibilities:

School Principal is responsible for authorization of credit card transactions up to \$10,000 in accordance with the approved budget.

Chief External Officer, Regional Directors and Chief Financial Officer are responsible for authorization of credit card transactions up to \$10,000 and over, using documented approval, not to exceed the current limits established by procedure number PUR10 4 Accounts Payable and Cash Disbursements.

Chief Executive Officer and/or designee is responsible for authorization of credit card transactions up to \$90,000 using documented approval, not to exceed the current limits established by procedure number PUR104 Accounts Payable and Cash Disbursements.

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Accounts Payable Specialist and Back-office provider are responsible for recording the transactions in the accounting records and reconciling credit card receipts to the credit card statements in accordance with CSH 107 Bank Reconciliations.

Background: On occasion, the Chief Executive Officer and other senior management may not be in the position to carry a lot of cash or may need to use a credit card for purposes of travel

arrangements. Under these circumstances and as considered necessary by Organization management, credit card transactions are acceptable.

Procedure:

1.1 CREDIT CARDS

1.2 Issuance of Corporate Credit Cards

Corporate credit cards are issued to personnel who travel on Organization business or have a legitimate need to purchase goods and services, either in person or on-line or when a purchase order cannot be approved in time or a purchase order is not accepted by a vendor. These cardholders will be required to sign a statement (CSH 111 Ex1 Use of Credit Cards and Debit Cards Certification) acknowledging that the card shall be used exclusively for legitimate Organization- related business purposes and that the cardholder agrees to take reasonable precautions to protect the card from loss or theft by storing it in a secure location. Upon approval from the credit card company, a card will be issued bearing the names of both the individual and the Organization.

Cardholders, while working with other Organization staff, must plan activities and travel requests with sufficient time in order to avoid the use of credit cards.

Cardholders abusing this privilege may have the card revoked if it is determined that sufficient time was available in order to request and receive approval for a purchase order.

When using the credit card for internet purchases, cardholders should ensure that the site utilizes industry recognized encryption transmission tools.

All corporate credit cards will be issued from the same vendor to enhance the purchasing power of the credit card and to provide for efficient on-going monitoring of all purchases made with the credit card(s).

1.3 Cardholder Responsibilities

Every month, each cardholder will be provided with a statement detailing the expenditures that were charged to his/her corporate credit card. The cardholders will submit all receipts for purchases of goods and services to the Finance Department within seven (7) days attached to the debit/credit card monthly statement after making any purchase. All documents will be initialed by the cardholder. In any instance of a missing receipt, payment will be the responsibility of the cardholder.

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Should the Accounts Payable Specialist identify any inadvertent personal or unauthorized uses of the card, the card statement as well as all backup documentation will be forwarded to the Chief Financial Officer, for review.

The Chief Financial Officer, will discuss with the cardholder any charges of concern and the card member will be required to reimburse the Organization immediately for any such inadvertent personal charges or unauthorized charges.

Excessive inadvertent personal charges will be grounds for revoking credit card privileges. Personal use of corporate credit cards is strictly prohibited. Any personal use will subject the employee to the Organization's disciplinary actions.

Any fraudulent or other unauthorized charges shall be immediately pointed out to the Chief Financial Officer, for further investigation with the credit card provider and at the discretion of the Chief Financial Officer may be required to be reimbursed by the individual cardholder who purchased the unauthorized transaction.

The Organization requires the following review and approval procedures:

- The cardholder will review the card statement to ensure only their own approved charges are listed on the statement. Any charges not made by the cardholder will be identified and discussed with the Accounts Payable Specialist.
- The Chief Financial Officer will approve credit card usage by the Principals, and the Chief Executive Officer will approve credit card usage by the Chief Financial Officer, and the Board of Directors Chairperson will approve credit card usage by the Chief Executive Officer.
- The Accounts Payable Specialist will review all charges on the card statement against all purchase documents submitted by the cardholder.
- The Chief Financial Officer, will review charges and supporting documentation prior to the monthly card statement being approved and included for payment.

Cardholders shall report the loss or theft of a corporate credit card immediately by notifying the credit card company (24 hours a day, seven days a week) as well as the Chief Financial Officer. In the event of theft of the card, a police report will be filed by the cardholder and a copy of the report will be maintained for insurance purposes.

1.4 Revocation of Corporate Credit Cards

Failure to comply with any of these policies associated with the use of the Organization's corporate credit cards shall be subject to possible revocation of credit card privileges. The Chief Financial Officer, with the approval of the Chief Executive Officer or Board Chairperson, shall determine whether credit cards are to be revoked.

1.5 On-going Monitoring of Corporate Credit Cards

The Organization will implement continuous on-going monitoring of the use of corporate credit cards to ensure only authorized expenditures are made with the credit cards. Credit card usage must follow the same criteria as all other purchases; i.e., allowable, reasonable, necessary, and allocable, where required.

In addition, the Board of Directors may, from time to time, authorize unannounced monitoring of the use of corporate credit cards.

Corporate credit cards will be assigned only to the Chief Executive Officer, Chief External Officer and Principals and all charges to that assigned card will be the responsibility of that employee. Employees authorizing the use of the credit card by other Organization employees, parents or friends, will be subject to disciplinary action.

1.6 Employee Personal Credit Cards

With prior approval from the Chief Executive Officer and/or Chief Financial Officer, the Organization employees may incur legitimate Organization business expenses utilizing their personal credit cards for such expenditures. The Organization shall reimburse employees according to Organization reimbursement policy (PUR106 Reimbursements).

2.1 DEBIT CARDS

2.2 Debit Card Policy

The organization does not permit the use of debit cards.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	2/13/15	Revision of credit and debit card limits and controls	Oswaldo Diaz, CFO
2	7/21/16	Revision of credit card limits and controls	Oswaldo Diaz, CFO
3	9/5/17	Revision to clarify processes and positions	
4	12/10/2021	Revision of credit card limits and controls	Serdar Orazov, CFO
5	4/7/22	Revision of credit card limits and controls	Steve Budhreja, CFO
6	6/11/2024	Revision to the policy: The term 'Chief Executive Officer and/or designee' has been added to specify that either the CEO or their appointed representative has the authority to act."	Steve Budhreja CFO

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SOP # CSH 112 Revision: 2
Effective Date:9/5/2017

Prepared by: Central Office
Approved by: BOD

Title: CSH 112 INTRA-ORGANIZATION RECEIVABLES AND PAYABLES (DUE TO/DUE FROM)

Policy: To ensure that intra-organization transactions between individual charter schools and the central office are processed correctly

Purpose: To outline the practices for intra-organization transactions between individual charter schools and the central office

Scope: This applies to all charter schools operated by the Organization.

Responsibilities:

Chief Financial Officer is responsible for performing the intra-organization transactions with approval from the Board of Directors.

The Finance Department is responsible for alerting Back-office provider regarding intra-organization transactions. Back-office provider is responsible for recording it into the accounting system, and ensuring accuracy of fiscal year-end balances.

Background: Charter schools are highly dependent on government funding to operate. Government cuts and funding deferrals can result in cash shortages for schools. Therefore, the need arises to allocate resources from other schools to cover any shortfall. It is necessary to correctly record transactions between the charter schools and the central office in order to properly determine each school's receivable/liability.

Procedure:

1.1 INTRA-ORGANIZATION TRANSACTIONS

1.2 The Chief Financial Officer, with the support of the Finance Department and Back-office provider, monitors cash balances daily for the charter schools. When a charter school realizes a need for funds, the Chief Financial Officer will assess resource levels for the other schools as well as the central office. If the central office does not have sufficient funds to advance to the charter school requestor, at the discretion of the Chief Financial Officer, the Chief Financial Officer may transfer funds from a charter school with surplus funds into the central office. The Chief Financial Officer may then transfer funds to the charter school requestor from the central office. For policy regarding inter-account bank transfers, refer to **CSH 108 INTER-ACCOUNT BANK TRANSFERS**.

1.3 At the end of the fiscal year, each school's receivable or payable account will be reconciled in accordance with **G&A105 PERIOD-END REVIEW & CLOSING**. Once balances are reconciled, an agreement is prepared at the end of the fiscal year between each school and the central office to document the amount owed and repayment terms.

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Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Revision of responsibilities	Oswaldo Diaz, CFO
2	9/5/2017	Revision to clarify processes and positions	
3	5/9/2019	Revision to use terminology consistent with FCMAT manual	N. Montijo, CFO

Title: CSH 113 FINANCIAL RESERVES

Policy: To ensure each charter school maintains a fund reserve in order to protect itself from unforeseen revenue shortfalls or unexpected expenditures.

Purpose: To describe responsibilities and monitoring procedures over each charter school's fund reserve

Scope: This applies to all charter schools operated by the Organization.

Responsibilities:

Back-office provider is responsible for day to day monitoring of charter school cash accounts and ensuring their accuracy.

Chief Financial Officer is responsible for oversight over charter school cash accounts as to ensure that required fund reserve amounts are met.

Background: California regulations state that the following reserve amounts must be maintained:

- Greater of 5% of prior year operational expenditures or \$55,000 for districts with 0-300 ADA
- Greater of 4% of prior year operational expenditures or \$55,000 for districts with 301-1,000 ADA

Procedure:

1.1 FUND RESERVE BALANCES

1.2 Back-office provider will monitor the cash balance for each charter school to ensure its accuracy and to be able to project future amounts. This will be accomplished through timely bank reconciliations and regular budget vs. actual comparisons. This process is critical to quickly detect any potential cash shortages so expenditures can be modified or more resources can be requested.

1.3 If the required fund reserve amount for a charter school cannot be met, the Chief Financial Officer with the support of Back-office provider will need to determine where cash can be derived from in order to restore the fund balance. This can come from central office funds or from another charter school with surplus funds. See CSH 112 INTERCOMPANY RECEIVABLES AND PAYABLES (DUE TO/DUE FROM) for this procedure.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider service processes	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	

Title: PYR 101 PAYROLL DESK PROCEDURE

Policy: To clearly define responsibilities and procedures in processing the organization’s payroll and implementation of the online payroll system in accordance with the generally accepted accounting principles.

Purpose: To outline and list areas of responsibilities for each group involved in the payroll process.

Scope: This applies to all staff of the organization.

Responsibilities:

Human Resources is responsible for setup and maintenance of all employee profiles

School Principal is responsible for accurate and timely submission of each site’s attendance, extra duties and assignments.

Finance Team is responsible for review, generation and approval of all payroll.

Back-office service provider is responsible for accurate bookkeeping and analysis of payroll expenses.

Background: Personnel Cost is usually 70-75% of the organization’s total operating expenses. It is vital that the organization administers the payroll process efficiently and in compliance with education codes and requirements.

Procedure:

HUMAN RESOURCES

- Coordinates job postings and complete new hire paperwork, ensures accuracy and completeness of all new hire procedures and collection of paperwork prior to start of work
- Processes termination info and informs Finance Team whenever final checks are needed
- Monitors all credential and other expiration dates
- Ensures accurate employee withholdings/deductions in 3rd party payroll system as agreed to by employee

EMPLOYEE

- Signs in and out of automated system each day
- Completes employee profile in online payroll system, which generates deductions and provides required information to HR

PRINCIPAL/SUPERVISOR

- Reviews/approves time and attendance reports and submits to Finance Team to initiate payroll processing
- Enters all supplemental pay in payroll system on or before designated cutoff date
- Submits signed schedule of all approved supplemental pay (i.e. stipends, home visits, Saturday School extra duty) to Finance Team each pay period
- Notifies HR of any new hires, terminations, status or pay changes

FINANCE TEAM

- Confirms approvals from principals/HR prior to generating payroll
- Runs payroll and generates reports for review
- Reviews each payroll register, verifying:
 - Proper pay rate
 - Hourly staff – number of hours per pay period look reasonable
 - Extra pay/stipends are documented, approved and accurate as to amount and funding source
- Employee retirement deductions are accurate and reasonable
- STRS members have earnings properly treated in paycheck and correct STRS rates are being used
- No OASDI withheld for any STRS members
- Classified staff – PERS members have proper withholdings and OASDI deducted and correct PERS rates are being used

- Only PERS or STRS creditable earnings are included in deduction calculations and
 - Non-PERS classified staff hours are being tracked and any newly eligible PERS members (>1000 hours in a fiscal year) are added as PERS members
- Process payroll, prints registers and files all supporting documentation including but not limited to: STRS/PERS contributions, Other Retirement Contributions, Payroll Tax Reports, Health and Welfare deductions and contributions to service providers
- Processes final paychecks and coordinates with back-office provider for delivery of checks if not processed in-house

BACK OFFICE

- Process ECR for final paychecks if not processed in-house
- Uploads journal entries to record payroll in general ledger each pay period
- Performs analytical procedures on payroll expenses as part of month-end close process

Revision History:

Revision	Date	Description of changes	Requested By
0	3/09/17	Initial Release	Nanie Montijo, CFO

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SOP # PYR 102 Revision:
Effective Date: 1/17/19

Prepared by: Central Office
Approved by: BOD

Title: PYR 102 TIME KEEPING PROCEDURE FOR FEDERALLY FUNDED EMPLOYEES

Policy:

To clearly define responsibilities and timekeeping procedures in tracking specific program cost information.

Purpose:

To outline and document timekeeping of a grant, award or program costs MPS uses to track expenditure information to ensure it spends a specific amount for a specific purpose.

Scope:

This applies to all staff paid with federal funds.

Responsibilities:

Human Resources is responsible for setup and maintenance of all employee profiles on Paycom.

School Principal is responsible for accurate and timely submission of each site's attendance, extra duties and assignments.

Finance Team is responsible for review, generation and approval of all payroll; in addition to maintaining and keeping records of all federally funded employees.

Back-office service provider is responsible for accurate bookkeeping and financial reporting.

Procedure:

Employee Compensation - All amounts paid to an employee for services rendered during the award period. Compensation includes salaries, fringe benefits, stipends, bonuses and payments made under supplemental contracts.

Multiple Cost Objectives Employees - Employees who work on multiple cost objectives such as:

- More than one Federal award;
- A Federal award and a non-Federal award;
- More than one activity within a federal award that is separately tracked by MPS (such as set-asides, earmarks or match/in-kind contributions).

Personnel Activity Report (PAR) - A document certifying the amount of time a multiple cost objective employee spends on each cost objective. The PAR must reflect an after-the- fact distribution of the activities performed; account for the total activity for which the employee is compensated; be prepared bi-weekly and coincide with one or more pay periods; and be signed by the employee.

Semi-Annual Certification - A document certifying a *single cost objective* employee worked solely on *one cost objective*. The certification must be prepared at least every six months and must be signed by the supervisory official having first-hand knowledge of the work performed by the employee.

Periodic Certification

An employee who works in multiple cost objectives on a set schedule (predetermined). The periodic certification must be prepared at least semiannually and cover the entire period of the certification and must signed by the supervisory official.

All employees paid with federal funds must adhere to the following procedures to complete the appropriate time and effort records.

Determining Cost Objectives

A cost objective is defined as a federal grant award, or other category of costs MPS uses to track specific cost information. In certain circumstances MPS may track the time employees spend on particular activities *within* a single federal grant in order to demonstrate compliance with federal requirements such as earmarks, set-asides or match/in-kind contributions. When MPS uses employee compensation costs to meet these requirements they are known as —cost objectives. In such a circumstance, an individual grant program may have more than one cost objective.

Determining cost objectives requires a careful reading of the programmatic provisions in the statute providing the funds. Employees should contact the Principal if assistance is needed in determining the cost objectives on which they work.

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Single Cost Objective Employees -

An employee who works on a single cost objective must complete a semi-annual certification that indicates the employee worked solely on that cost objective for the period covered by the certification. The certification must be collected and reviewed at least every six months by the Principal, or his/her designee. Either the employee or a supervisor with first-hand knowledge of the work performed by the employee must sign the semi-annual certification.

A semi-annual certification must:

- Be executed after the work has been completed.
- State that the employee worked solely on activities related to a particular cost objective.
- Identify the cost objective.
- Specify the reporting period;
- Be signed by the employee or a supervisor with first-hand knowledge of the work performed; and dated.

The supervisory official for all single cost objective employees must complete the semi-annual certification attached to these procedures.

If an employee works on a short-term cost objective whose end date does not coincide with the normal December/June collection dates for semi-annual certifications (e.g. a supplemental contract for summer school programs), the employee must obtain a semi-annual certification from the Supervisor after the time period for the work has ended.

All supervisory officials of single cost objective employees with first-hand knowledge of the work performed by the employee must complete and sign the semi-annual certification provided by the Supervisor

Executed semi-annual certifications must be forwarded to the Finance Department

Multiple Cost Objective

Employees working on multiple cost objectives must maintain Personnel Activity Reports (PARs) or The Periodic Certification If they have a predetermined schedule. The report indicates the amount of time spent on each cost objective for the period covered by the PAR or equivalent documentation. The PAR must be prepared at least monthly; Periodic Certification must be prepared at least semiannually. The employee must sign the PAR or equivalent documentation. An employee time card can be used in place of a PAR. Timecards will be documented and maintained by the MPS payroll department.

A PAR or equivalent documentation must:

- Be executed after the work has been completed (projections of how an employee is expected to work or position descriptions are not sufficient);
- Account for the total activity for which each employee is compensated, including

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part-time schedules or overtime (total activity means all of the time an employee works, not just the amount of time worked on a federal program);

- Identify the cost objectives;
- Specify the reporting period.
- Be signed by the employee (unlike a semi-annual certification a supervisor's signature alone is not sufficient); and
- Be dated after the fact (when the work has been completed).

At the beginning of each year, Finance Department will distribute blank PARs or Periodic Certification forms to the Principals that are required to complete on a bi-weekly basis throughout the year.

Copies of executed PARs, or approved equivalent documentation, must be forwarded to Finance Department every 2 weeks, Periodic Certification must be forwarded after the time period of work has ended.

Supplemental Contracts

As discussed above, time and effort records must account for all of an employee's activities (i.e. 100% of an employee's time). Thus, if an employee works overtime that time must be reflected in the employee's time and effort record. If, however, an employee works in two distinct positions the employee may maintain separate time and effort records for each position.

For example, an employee works as a Title I teacher during the school day (charged to Title I) and a sports coach after school (charged to state or local funds). Assuming the coaching responsibilities are not part of the employee's regular job functions (e.g. the employee has a supplemental contract for the coaching position), the employee may treat each position separately – meaning the employee may complete a semi-annual certification for the teaching position, while no federal time and effort record would be required for the coaching position. In a similar example, an employee works as a Title I teacher during the school day (charged to Title I) and an after-school federally funded teacher. Assuming the after school activities are not part of the employee's regular job functions, the employee may complete a semi-annual certification for Title I teaching position and a separate semi-annual certification for the other supplemental federal program.

Stipends

Employees may be provided stipends to participate in activities such as professional development. Employees receiving such stipends for MPS sponsored activities may satisfy time and effort records by signing the sign-in and sign-out sheets provided at the activity.

Reconciliation

It is MPS's practice to charge employee compensation costs to federal programs based on

budget estimates that reasonably approximate how an employee will work during the year. The MPS back office service provider will reconcile payroll charges to the time and effort reflected in employee time and effort records at least quarterly. If any MPS staff or back office service provider staff identifies a variance between how an employee’s salary was charged and how the employee actually worked, MPS Finance staff will review and adjust its payroll charges so that the amount charged to federal funds reflects the employee’s actual time and effort. MPS will perform the reconciliation quarterly.

In-Kind Contributions and Matching

Employees who are paid with non-federal funds that will be used to meet a federal match requirement (also known as in-kind contributions) must comply with the same time and effort reporting requirements as employees who are paid with federal funds. In other words, employees paid with matching funds who work on a single cost objective must complete a semi-annual certification in accordance with the procedures in section b. Employees paid with matching funds who work on multiple cost objectives must complete a personnel activity report in accordance with the procedures in section c.

Document Retention

Time and effort records must be maintained for a period of five (5) years.

TRAINING

MPS will provide training on this procedure to all staff involved in federal programs such as:

- Distribution of federal laws, regulations and guidance
- Distribution of MPS policies and procedures
- Developing templates, checklists and other guidance documents as appropriate
- Internal training sessions
- Routine staff meetings and
- Informal technical assistance

Accounting Policies, Procedures and Forms Revision History:

Revision	Date	Description of changes	// Requested By
0	1/17/19	Initial Release	Nanie Montijo, CFO

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SOP # INV 101 Revision: 1
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: INV 101 FIXED ASSET CONTROL AND LEASES

Policy: Proper control procedures will be followed for all capital asset acquisitions, transfers and dispositions in order to provide internal control of capital equipment and to assist in reporting.

Purpose: To outline the procedures for acquiring, disposing and maintaining control of capital assets. This is particularly important for assets purchased with grant program dollars where the grantee may want the equipment returned at the end of the program.

Scope: This procedure applies to all equipment with a value of \$500 or more and furniture a value of \$5,000 or more.

Responsibilities:

School Principals are responsible and accountable for furniture, equipment, machinery and any other assets in their schools. An automated fixed asset tracking system will be implemented for tracking and tagging assets to be inventoried.

Definitions:

Capitalized Equipment: All furniture and equipment individually costing \$5,000 or more each should be recorded in the fixed assets inventory system and depreciated annually.

Non-Capitalized Equipment: No equipment costing less than \$5,000 each should be depreciated. However, non-capitalized equipment that is motorized, electronic, or computerized should be added to the fixed assets inventory system for fiduciary purposes only so that its existence can be verified during the annual physical inventory process.

Furniture: No furniture items costing less than \$5,000 each should be added to the fixed assets inventory system or depreciated

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Procedure:

1.1 ACQUISITIONS

1.2 All purchases of furniture and equipment as defined above must be tagged and included in the inventory listing.

See PUR102 for the procurement process to be followed.

1.3 Any internally constructed or donated equipment will be reported to the Finance Team if the item cost has a value of \$5,000 or more. A complete description of the property, date

manufactured or received, number of items, cost or estimated value and a statement that it was internally constructed or donated will be included in the report.

1.4 To maintain proper segregation and control upon termination of any employees, any employee owned tools, equipment or furniture brought on the Organization premises will be reported to the School Principal. The report should include the employee's name, description of items, identification numbers, if any, and reason for using the asset.

2.1 DISPOSITIONS

2.2 Assets may be sold or traded-in on new equipment. An example INV 103 Ex1 ASSET DISPOSITION form or updating of Excel workbooks is to be completed and approved by the School Principal. Any assets with an original value greater than \$10,000 will also require the Chief Financial Officer's approval.

2.3 Upon approval, the school may advertise the property for sale or submit a list to purchasing for sale and disposition. After completion of the sale, an example INV 103 Ex2 BILL OF SALE provided below will be issued and the ASSET DISPOSITION form will be submitted to Finance Team who will ensure deletion of the item from the asset records and submit paperwork to back-office provider to record any gain or loss on the disposition.

2.4 Worn-out or obsolete property with no cash value will be reported to the Finance Team on the Asset Disposition form with the description, serial number and condition. The Finance Team will inspect all worn-out of obsolete property before it is removed from the school and discarded. The asset will then be removed from the asset records.

2.5 Any asset that is missing or has been stolen will be reported in writing to the School Principal and Finance Team as soon as possible. The description, serial number, and other information about the lost item should be included in the report.

Accounting will determine the proper course of action and will notify the company's insurance carrier and any outside authorities if deemed appropriate. If un-recovered, the asset will then be removed from the asset records.

2.6 Inter-school transfers of assets will be reported to Accounting in writing including the description, serial number and the name of the school to receive the property.

The School Principal to whom the item was assigned originally will be held accountable until accounting is notified of the transfer. After being notified, the School Principal acquiring the property assumes responsibility. Accounting will then record the inter- school transfer on the asset records.

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3.1 ASSET RECORDS

3.2 Upon any asset acquisition, Accounting is responsible for assigning and attaching asset number tags to the property where it can be readily located.

Accounting will then maintain a detailed listing of each fixed asset item which will include the description, date acquired, vendor, cost basis, assigned school and location. On an annual basis, accounting will furnish each school a report showing a listing of assets assigned to that school and any acquisitions, disposals and transfers during the past year. Any discrepancies must be communicated to the Finance Team by June 30th of each year . This report should be filed by the School Principal for reference and later use.

3.3 A physical count will be taken at each site every two years or as needed.

3.4 Each school will be responsible for locating assets with its number tag attached that are recorded as assigned to their school whenever requested by Accounting, a county property tax auditor or the company's external auditors.

3.5 Whenever a change in School Principal occurs, all items should be accounted for by the outgoing School Principal. The incoming School Principal will accept the responsibility and accountability for the school asset listing upon assuming the position. Accounting can assist with this audit if requested.

4.1 LEASED OR OWNED VEHICLES

4.2 The safety and comfort of MERF employees, parents and Board members is of utmost importance. Therefore, MERF has established a policy whereby vehicles, whether leased or purchased, will be retained for a maximum of 100,000 miles or 8 years, whichever is less. The Finance Team will establish a mileage log to ensure vehicles are properly planned and replaced on schedule. Any individual that is assigned a vehicle shall be responsible for maintaining the mileage log and working with the Finance Team in complying with the replacement requirements of this policy.

4.3 A mileage log will be retained for each vehicle and all users will note the beginning and ending mileage for all trips. This log will be provided to the designated driver upon pickup of keys for use of a vehicle. Under no circumstances may an employee retain the keys or mileage log overnight unless on an authorized, extended trip requiring overnight accommodations. All keys will be returned to the administrative office or central kitchen upon completion of the day's authorized trips.

4.4 The Finance Team will ensure that all vehicles are taken to an authorized vendor for maintenance and service. All vehicles will receive appropriate oil changes on a minimum 5,000 mile schedule. Tires will be rotated at the same time and tires will be replaced after 50,000 miles (or sooner) if believed to be worn beyond prudent safety levels.

4.5 The Finance Team will submit RFPs to authorized vehicle dealers and service vendors on an annual basis. All vehicles will be serviced by the same designated vendor(s) for this annual contract period. The only exception will be for vehicles, newly purchased or leased, which provide for free maintenance and service as part of its warranty period or any special arrangements made as part of the purchase or lease of the vehicle.

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4.6 Designated drivers must report any problems or issues identified, upon completion of their daily trip(s), to the Finance Team. A "Vehicle Report" must be completed and submitted to the Finance Team immediately upon return from any trip whereby a problem or issue is suspected or identified./

4.7 If any driver is involved in an accident, whether with another vehicle or not, the driver must complete an Accident Report form and submit the report form to the Finance Team immediately upon return to MERF. A copy of the report form and instructions for submitting the report and "what to do if involved in an accident" are included in the Exhibits section.

5.1 LEASES

5.2 Classification of Leases

It is the policy of MERF to classify all leases in which MERF is a lessee as either capital or operating leases. MERF shall utilize the criteria described in Statements of Financial Accounting Standards No. 13 in determining whether a lease is capital or operating in nature. Under those criteria, a lease shall be treated as a capital lease if, at the time of entering into the lease, any of the following factors are present:

1. The lease transfers ownership to MERF at the end of the lease term;
2. The lease contains a bargain purchase option;
3. The lease term is equal to 75% or more of the estimated economic life of the leased property; or
4. The present value of the minimum lease payments is 90% or more of the fair value of the leased property (using, as the interest rate, the lesser of MERF's incremental borrowing rate or, if known, the lessor's implicit rate).

All leases that do not possess any of the four preceding characteristics shall be treated as operating leases. In addition, all leases that are immaterial in nature shall be accounted for as operating leases.

MERF shall also maintain a control list of all operating and capital leases. This list shall include all relevant lease terms.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	2/14/17	Revise to clarify process	
2	9/5/17	Revision to clarify processes and positions	
3	4/7/22	Update policies to align with industry standards	Steve Budhreja, CFO

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INV 103 Ex1 ASSET DISPOSITION FORM

Date: _____ Requested By: _____

School: _____

Reasons _____ for _____ Disposition: _____

Description	Serial Number	Date Purchased	Original Cost	Net Book Value	Expected Or Actual Proceeds	Gain or Loss

Principal: _____ Date: _____ Chief
 Financial Officer: _____ Date: _____

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SOP # INV 102 Revision: 1
Effective Date: 11/12/15

Prepared by: Central Office
Approved by: BOD

Title: INV 102 FIXED ASSET CAPITALIZATION & DEPRECIATION

Policy: Asset acquisitions with a useful life expectancy of greater than one year and with a minimum threshold amount as specified by the Chief Financial Officer should be capitalized by the Organization and depreciated.

Purpose: The purpose of this procedure is to delineate the capitalization and depreciation methods for various asset groups.

Scope: All acquisitions of capital assets for the Organization.

Definitions: Capitalization - Capitalization is the method chosen to record the purchase of a fixed asset on the Organization's accounting books. If an asset is capitalized then it is not expensed in the same year the asset is purchased. Instead the asset is generally recorded on the balance sheet and individually on an asset schedule. Examples of capital expenditures are purchases of land, buildings, machinery, office equipment, leasehold improvements and vehicles. The asset is expensed each year as depreciation.

Depreciation - is an annual income tax deduction that allows the write-down or write-off of the cost of the asset over its estimated useful life to recover the cost or other basis of certain property over the time the property is used. It is an allowance expense for the wear and tear, age, deterioration, or obsolescence of the property.

As an asset ages and is used by the Organization, its value declines. It, in effect, becomes worth less and less over time. The declining value or usefulness of the asset over time is represented as a discount that is applied to the original purchase price. At the end of the asset's depreciation period, (and/or useful life), its value on the balance sheet will be zero, or fully-depreciated. At the same time, the individual depreciation expenses will have all been recorded on the income statement.

Note: Land is not depreciated because land does not wear out, become obsolete, or get used up. But, the building on the land is depreciated. Land is generally viewed as an appreciating

asset while all other capital assets are generally viewed as depreciating over time, with use. But, unlike depreciation, an asset's appreciation is not recorded on the books until the asset is sold, which is when the assets appreciation is realized.

Cost basis – The total amount paid for the asset, in cash or kind, is considered the “cost-basis”. This should include all charges relating to the purchase, such as the purchase price, freight charges and installation, if applicable. The cost basis is not the market value or list price of the

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asset. It is the total amount invested in the purchase or the total amount paid.

Procedure:

1.1 CAPITALIZATION

1.2 All assets with a useful life of greater than one year and costing more than \$5,000 will be capitalized and (except for land) will be recorded in the depreciation records.

Bulk computer, software, and other technology purchases with an aggregate value of \$5,000 or more are captured as capitalized fixed assets regardless of individual price of item.

In addition, remodeling modifications and replacement costs of integral structural components are only capitalized when such costs incurred exceed \$50,000.

Depreciation or amortization is computed on the straight-line basis over the useful lives of the assets.

Any asset that does not meet the above criteria will be expensed such as small tools and equipment or repairs and maintenance.

1.3 The cost basis of furniture and equipment assets will include all charges relating to the purchase of the asset including the purchase price, freight charges and installation if applicable.

1.4 Leasehold improvements including painting are to be capitalized if they relate to the occupancy of a new office or a major renovation of an existing office or site.

Expenditures incurred in connection with maintaining an existing facility in good working order should be expensed as a repair.

1.5 The cost of buildings should include all expenditures related directly to its acquisition or construction. This cost includes materials, labor and overhead incurred during construction, and fees, such as attorney's and architect's and building permits.

1.6 Maintain proper files on the details to all acquisitions, expenditures, and maintenance performed on all assets. These records are vital for proper tax preparation and are used during yearly tax reporting and planning.

2.1 DEPRECIATION

2.2 The depreciation methods/lives for assets must be selected at the time the asset is first placed into service in order to ensure consistent financial reporting and tax compliance.

The Organization uses the straight-line method of depreciation.

The following represents a sample of the useful lives that the Organization may use for financial reporting purposes:

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Asset Class	Examples	Estimated Useful Life in Years
Land		N/A
Site improvements	Paving, flagpoles, retaining walls, sidewalks, fencing, outdoor	20
Buildings		20 - 50
HVAC systems	Heating, ventilation, and air systems	10 - 20
Roofing		20
Interior construction	Leasehold improvements	20 - 25
Carpet replacement		7
Electrical/plumbing		30
Sprinkler/fire system	Fire suppression systems	25
Outdoor equipment	Playground, radio towers, tanks	20
Machinery & tools	Shop & maintenance equipment	3 - 15
Car		5
Janitorial equipment	Floor scrubbers, vacuums, other	7 - 15
Furniture & accessories	Classroom & other furniture	10 - 20
Business machines	Fax, duplicating & printing	3 - 10
Copiers		3 - 10
Communication equipment	Mobile, portable radios	3 - 7
Computer hardware	PCs, printers, network hardware	3 - 5
Computer software	Instructional, other short-term	5 to 10
Computer software	Administrative or long-term	10 to 20
Audio visual equipment	Projectors, cameras (still & digital)	5 - 10
Athletic equipment	Wrestling mats, weight machines	7 - 10
Library books	Collections	5 to 7
Licensed vehicles	Buses, other on-road vehicles	5 - 10

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Revision of capitalization policy relating to technology aggregate purchases	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	

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Depreciation

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SOP # IVT101 Revisions: 0

Effective Date: 6/14/17

Prepared by: Central
Office Approved by:
BOD

Title: IVT101 INVESTMENTS

Policy: This policy establishes procedures to govern the investment of funds held by Magnolia Public Schools (“MPS” or the “Charter School”). This policy is based upon federal, state and local laws and regulations, and prudent money practices. To the extent that this policy conflicts with state or federal law, the applicable law shall prevail.

Purpose: MPS’ primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of MPS. The primary objectives of MPS investment activities shall be, in order of priority:

1. **Safety.** The safety of principal is the foremost objective of MPS’s investment program. MPS’s investments shall be undertaken in a manner that shall preserve MPS’s capital.
2. **Liquidity.** MPS’s secondary objective shall be to meet its liquidity needs. The investment portfolio shall maintain sufficient liquidity to enable MPS to meet necessary cash flow and operating requirements which might be reasonably anticipated.
3. **Yield.** The investment portfolio shall be designed with the objective of attaining a market rate of return over the course of budgetary and economic cycles, taking into account the investment risk, constraints and the cash flow characteristics of the portfolio.
4. **Maintaining the Public’s Trust.** The investment officers shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence while conforming to all applicable statutes and regulations governing the investment of public funds.
5. **Mitigating Credit Risk and Market Risk.** Credit risk shall be mitigated by diversifying the fund among issues and issuers so that the failure of any one issue or issuer would not result in a significant loss of income or principal to participants. Because longer-term securities generally have greater market risk than shorter-term securities, market risk will be mitigated by establishing a maximum weighted average maturity or duration for the portfolio. Occasional market losses on individual securities are inevitable with active portfolio management and must be considered within the context of the overall investment return.

Scope: It is recommended that MPS mirror the intent of California Education Code Section 41015, and invest all or part of funds deposited in a Special Reserve Fund, or any surplus monies not required for the immediate necessities of MPS in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are hereby defined as those funds, which the Board has designated for capital outlay, or other purposes, where an accumulation over a period of fiscal years is desired.

MPS shall make investments following the guidelines of the Uniform Prudent Investor Act. (Probate Code Section 16045, *et seq.*)

This Policy covers all funds and investment activities under the direct authority of MPS. The proceeds

obtained from the issuance of bonds shall be invested in accordance with the applicable bond documents. If the bond documents are silent as to the investment of the proceeds, the bond proceeds will be invested in the securities permitted by this Policy.

COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS

MPS will take reasonable steps to ensure that any debt offering issued by MPS complies fully with all applicable state and federal securities laws. In connection with all debt offerings issued by MPS, MPS will retain bond counsel and disclosure counsel to review the offering materials prepared in connection with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. MPS has implemented procedures to ensure MPS maintains compliance with continuing disclosure requirements. The Chief Executive Officer shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

CHANGES TO INVESTMENT POLICY

This Policy will be reviewed, as needed, to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the MPS Board of Directors. This Policy and modifications to it must be approved by the Board of Directors at a public meeting.

COMPLIANCE WITH INVESTMENT POLICY

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by MPS and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and confirm that they have reviewed this Investment Policy and will fully comply with these policies.

Responsibilities:

DELEGATION OF AUTHORITY

Management responsibility for the investment program is hereby delegated by the Board of Directors to the CEO and the Oversight Committee, as deemed appropriate or necessary, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked. The Board of Directors may review and renew the delegation of authority each year. The CEO may delegate the day-to-day operations of investing to his/her designee(s) but not the responsibility for the overall investment program. The CEO and/or his/her designee(s) shall make all investment decisions and transactions in strict accordance with state law and with this Policy.

If authorized by the Board of Directors, the CEO and Oversight Committee may utilize an external investment advisor to assist with investment decision-making and trade execution authority. The investment advisor shall be under the supervision of the approved Oversight Committee and shall follow this Policy and such other written instructions as are provided.

The CEO, his/her designee(s) and/or Oversight Committee, acting in accordance with written procedures and policies and exercising due diligence, shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The Board of Directors shall ensure that its fiduciary responsibilities concerning the proper management

of MPS' funds are fulfilled through appropriate investment structure, internal and external management, consistent with all policies and procedures. Based on the advice and recommendations of the CEO and Oversight Committee.

The CEO and Oversight Committee are not held liable for less than desirable outcomes, rather, they are responsible only for adherence to procedure and processes. The CEO and Oversight Committee is responsible for the development, recommendations, implementation and maintenance of all investment policies.

Procedure:

INTERNAL CONTROLS

The CEO and Oversight Committee shall establish a system of written internal controls to regulate MPS's investment activities, including the activities of any subordinate officials acting on behalf of MPS. Procedures should include references to individuals authorized to execute transactions or transfers, safeguard agreements, (including repurchase agreements, wire transfer agreements, collateral/depository agreements), and banking services contracts, as appropriate. As part of the annual audit, MPS's external auditor will perform a review of investment transactions to verify compliance with policies and procedures. The Oversight Committee will sign off on internal control procedures as appropriate.

The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by third parties, unanticipated market changes or imprudent actions by employees of the Charter School. The Charter School shall seek to maintain a debt burden factor of 1 - 2% of the Charter School's unrestricted general fund revenues.

AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

It shall be MPS' policy to purchase securities only from authorized institutions and firms. The CEO and Oversight Committee shall maintain a list of authorized broker/dealers and financial institutions that are approved for investment purposes. MPS shall use at least one authorized broker/dealer to advise MPS on investments.

No deposit of public funds shall be made except in a qualified public depository as established by state laws. If an external investment advisor is authorized to conduct investment transactions on behalf of MPS, the investment advisor may use its own list of approved broker/dealers and financial institutions for investment purposes consistent with MPS' policies and existing laws.

For broker/dealers of government securities and other investments, MPS shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the Financial Industry Regulatory Authority and/or other applicable self-regulatory organizations. Any permitted investment shall be purchased either from a "primary" or regional broker/dealer qualifying under SEC Rule 15c3-1 (uniform net capital rule) or a "well capitalized" financial institution, as defined in Title 12 of the Code of Federal Regulations ("CFR") Part 6.4.

Before engaging in investment transactions with a broker/dealer, the CEO and Oversight Committee shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for MPS's account has reviewed MPS's Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to MPS that are appropriate under the terms and conditions of this Investment Policy. Any broker, brokerage, dealer or securities firm that has made a contribution to the Charter School, any member of the Board of Directors, or any

candidate for those offices is ineligible for selection by the Charter School.

AUTHORIZED AND SUITABLE INVESTMENTS

In making any decision relative to the investment of funds, each of the following factors must be considered, and properly documented:

1. General economic conditions,
2. Expected tax consequences, if any, of investment decisions or strategies,
3. Expected total return from the income and appreciation of investments,
4. Other resources of the organization,
5. The needs of the organization and the fund to make distributions and preserve capital.

INVESTMENT TYPE DESCRIPTIONS

Investments not specifically listed below are prohibited. Consistent with the requirements of law and this Investment Policy, the Charter School may place orders for the execution of transactions with or through such broker/dealers, banks or counterparties as may be selected from time to time. All securities must be U.S. dollar denominated. To the extent consistent with the objectives stated above, the investment restrictions outlined below, and the investment limitations specified herein, the Charter School may invest in the following areas.

State and Local Agencies. Registered treasury notes or bonds of this or any of the other forty- nine United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, Board of Directors, agency, or authority of this state or any of the other forty-nine United States.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state (including MPS), including bonds payable solely out of the revenues from a revenue- producing property owned, controlled, or operated by the local agency, or by a department, Board of Directors, agency, or authority of the local agency.

United States Treasury Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

U.S. Agencies (Federal Agency Obligations). Federal Agency or United States government- sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. MPS may purchase the United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter- American Development Bank.

Bankers' Acceptances. Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances may not exceed 180

days maturity. Eligible bankers' acceptances are restricted to issuing financial institutions with short-term debt rating of at least "A-1," or its equivalent, by a nationally recognized statistical rating organization (NRSRO) or a long-term rating of not less than "A" from a NRSRO.

Commercial Paper. Commercial paper rated the highest ranking or of the highest letter and number rating as provided for by a NRSRO. Eligible commercial paper shall be of 'prime' quality of the highest ranking. The commercial paper shall not exceed 270 days maturity. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

- a) Has total assets in excess of five hundred million dollars (\$500,000,000), is organized and operating within the United States as a general corporation, and has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
- b) Is organized in the United States as a special purpose corporation, trust, or limited liability company, has program-wide credit enhancements including, but not limited to overcollateralization, letters of credit or a surety bond, has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Split ratings (i.e. A2/P1) are not allowed.

Placement Service Deposit. Deposits placed through a deposit placement service shall meet the requirements under Government Code Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of each deposit shall at all times be insured by federal deposit insurance.

Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to institutions which have long-term debt rated at least in the "A" category, or its equivalent, by a NRSRO, and/or have short-term debt rated at least "A-1," or its equivalent, by a NRSRO. NCDs may not exceed 5 years in maturity. In combination with placement service CDs, a maximum of 30 percent of the portfolio may be invested in this category. The amount invested in NCDs with any one financial institution in combination with any other securities from that financial institution shall not exceed ten percent of the portfolio. Quarterly, the Charter School will monitor custodial credit risk and report the outcome to the Board of Directors. All deposits are to be in FDIC insured institutions and will be reviewed as to the nature and extent of its present compliance with regulations, federal regulatory requirements, profitability/loss trend, liquidity and capital ratios.

Repurchase Agreements. Investments in repurchase agreements for the purpose of this Investment Policy Statement (as defined by section 53601(j) of the California Government Code) means a purchase of securities by the Charter School pursuant to an agreement by which the seller will repurchase the securities on or before a specified date and for a specified amount and will deliver the underlying securities to the Charter School by book entry, physical delivery, or by third party custodial agreement. Repurchase agreements are to be used as short-term investments not to exceed one year. The following collateral restrictions will be observed: Only United States Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to MPS's custodian bank or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by MPS for the term of the investment.

Repurchase agreements are required to be collateralized by securities or cash authorized under California Government Code Section 53601(j)(2). Collateral will be held by an independent third party with whom the Charter School has a current custodial agreement. A clearly marked evidence of ownership (safekeeping/custody receipt) must be supplied to the Charter School and retained. The Charter School retains the right to substitute or

grant substitutions of collateral. Investments in repurchase agreements may be collateralized by any securities authorized within this section. Agreements are subject to California Government Code Section 53601 and must comply with the delivery requirements and the maturity provision from Section 53601.

Medium-Term Notes. Medium-term notes defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated at least in the “A” category, or its equivalent, by a NRSRO.

Money Market Funds. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission that invests solely in U.S. Treasuries and Federal Agency obligations and repurchase agreements relating to such obligations

Mutual Funds. Shares of beneficial interest issued by diversified management companies that invest solely in securities and obligations authorized by this policy. The company shall have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than 5 years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

Local Government Investment Pools Joint Powers Authority (LGIP JPA.) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible for purchase, the pool must meet the requirements of California Government Code Section 53601(p), the pool must seek to maintain a stable Net Asset Value (“NAV”), and the pool must be rated at least “AAA,” or its equivalent, by a NRSRO.

Mortgage- and Asset-Backed Securities. Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years’ maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having at least an “A” rating, or its equivalent, for the issuer’s debt as provided by a NRSRO and rated at least “AA”, or its equivalent, by a NRSRO.

SAFEKEEPING AND CUSTODY

All deliverable security transactions entered into by MPS shall be conducted on a delivery- versus-payment (DVP) basis. To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by MPS shall be held in safekeeping by a third party bank trust department, acting as agent for MPS under the terms of a custody agreement executed by the bank and by MPS. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) LAIF and government investment pools and, (ii) money market funds, since the purchased investments are not deliverable. Evidence of each these investments will be held by MPS.

MAXIMUM MATURITIES

The CEO and Oversight Committee shall maintain a system to monitor and forecast revenues and expenditures so that funds can be invested to the fullest extent possible. Maturities of investments will be selected to provide necessary liquidity, manage interest rate risk, and optimize earnings. Because of

inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

The maximum maturity of individual investments shall not exceed the limits set forth in the Authorized and Suitable Investments section. If the section does not specify a maturity limit, no investment shall have a remaining maturity in excess of five years from the date of purchase unless MPS has granted its express authority to make that investment either specifically or as a part of an investment program no less than three months prior to the investment.

INVESTMENT RESTRICTIONS

Credit Ratings

Credit ratings will be applied at the time of purchase of a security. A subsequent downgrade in a security's credit rating will not constitute a violation of the Investment Policy. Securities which are downgraded below the minimum acceptable rating levels must be reviewed for possible sale within a reasonable amount of time.

U.S. Government obligations are exempt from the credit rating requirements listed below.

The credit ratings referred to below must be assigned by one of the following NRSROs: Standard & Poor's Corporation ("S&P"), Moody's Investors Service, Inc. ("Moody's"), and Fitch Ratings ("Fitch").

a) Short-term debt ratings – (two of the following and not less than the following) "A-1" or "SP-1" (S&P); "P-1" or "MIG 1/VMIG 1 (Moody's); or "F1" (Fitch) Ratings.

Split ratings are not allowed, i.e. A-1/P-1/F2 or similar. An issuer of short-term debt must have no less than an "A" rating on long-term debt.

b) Long-term debt ratings – Investments purchased with remaining maturities of 397 days or less- shall be rated by at least two NRSROs and have obtained no less than an "A" rating by any.

Investments purchased with remaining maturities longer than 397 days– shall be rated by at least two NRSROs and have obtained no less than an "AA" rating by any. If an issuer of long-term debt has a short-term rating, then it may not be less than A-1/SP-1 or P-1/MIG1 or F1.

c) Repurchase Agreement counterparties shall have a minimum short-term rating, or counterparty rating, of no less than A-1 or equivalent by two NRSROs and have capital of not less than \$500 million.

d) Any issuer that has been placed on "Credit Watch-Negative" by a NRSRO will be removed from our approved list unless the following criteria are met: The issuer has (a) an A-1+ or F1+ short-term rating; or (b) at least an AA or Aa2 long- term rating.

DIVERSIFICATION AND MATURITY RESTRICTIONS

It is the policy of the Charter School to diversify its funds. Investments are diversified to minimize the risk of loss resulting in over concentration of assets in a specific maturity, specific issuer, or a specific class of securities. Diversification strategies shall be established by the Charter School and periodically reviewed.

1. Authorized Investments

The following diversification limits will be applied at the time of purchase of a security.

Type of Investment	Cal. Gov. Code % of Funds Permitted	Cal Gov. Code Maximum Final Maturity
U.S. Treasury Securities	100%	5 Years
U.S. Government Agency Securities	100%	5 Years
Municipal Debt	100%	5 Years
Medium-Term Notes	30%	5 Years
Bankers Acceptances	40%, 30% of a single issuer	180 Days
Commercial Paper	40%, 10% of a single issuer	270 Days
Negotiable Certificates of Deposits	30%	5 Years
Repurchase Agreements	100%	1 Year
Mutual Funds	20%, 10% in a single fund	N/A
Investment Pools	100%	N/A

2. Maturity

The maximum maturity of any investment purchased will be five years with the exception of investments authorized by the Board of Directors to be invested in longer than five year maturities. For purposes of calculating final maturity, the earlier of final maturity date or mandatory put or tender option date will be used.

PROHIBITED TRANSACTIONS

At the time of purchase, all permitted investments shall conform in all respects with this Investment Policy, as may be amended from time to time. No investment prohibited by California Government Code shall be permitted herein.

Any investment transactions, credit risk criterion, percentage limitations or market valuation that are not in compliance with this Investment Policy and cannot be corrected without penalty at time of purchase must be documented and approved by the Charter School in writing as soon as possible. Thereafter, action shall be taken by the Charter School to correct such matter as soon as practical. If a percentage restriction is adhered to at the time of purchase, a later increase or decrease in percentage resulting from a change in values or assets will not constitute a violation of that restriction.

The following transactions are prohibited:

- a) Lending for investment purposes (“Leverage”).
- b) Reverse Repurchase Agreements, as defined by California Government Code Section 53601(j)(3) and

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(j)(4) or otherwise.

c) Structured Notes (e.g. inverse floaters, leveraged floaters, structured certificates of deposit, equity-linked securities, event-linked securities). This includes all floating- rate, adjustable-rate or variable-rate securities in which a change in interest rates or other variables that can reasonably be foreseen to occur during their term would result in their market value not returning to par at the time of each interest rate adjustment.

Simple “floating rate notes,” whose periodic coupon adjustment is based on a short- term (one-year or less) rate index (such as Treasury bills, federal funds, prime rate or LIBOR) and which have a reasonable expectation of maintaining a value of par at each interest rate adjustment through final maturity, are exempt from this definition. Additionally, U.S. Treasury and Agency zero coupon bonds, U.S. Treasury and Agency strips, Resolution Funding Corporation (“REFCORP”) strips or other callable securities which otherwise meet the quality, maturity and percent limitations assigned to their respective security category, are exempt from this section.

d) Structured Investment Vehicles (“SIV”).

e) Derivatives (e.g. options, futures, swaps, swap options, spreads, straddles, caps, floors, collars) shall be prohibited.

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ETHICS AND CONFLICT OF INTEREST

The Charter School and all persons involved in the investment process shall refrain from personal business activity which could create a conflict with proper execution of the investment program, or which could impair the ability to execute impartial investment decisions. The Charter School and all treasury and investment personnel shall disclose to the Board of Directors any material financial interests in financial institutions, broker dealers and vendors (“outside entities”) and shall disclose any material financial investment positions in such outside entities.

PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs, but focusing on preservation of capital and then liquidity as the most important objectives, with yield as the least important objective.

The Charter School’s investment strategy is to actively manage the portfolios to create less risk than a benchmark comparable index and to use economies of scale to invest and administer the program at a reasonable cost. Given this strategy, the basis used by the Charter School to determine whether market yields are being achieved shall be the indices most comparable to the fund, such as money rate data published in Barron’s, The Wall Street Journal, Bloomberg, etc. or other bond fund indices. The standards enumerated herein do not constitute a guarantee of the fund’s performance.

Revision History:

Revision	Date	Description of changes	Requested By
	3/09/17	Initial Release	
	6/14/17	Legal review and revision	

SOP # REV101 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: REV101 SALES RECEIPT PROCESSING

Policy: To ensure the most accurate process for billing for services, sales receipts will be properly evaluated and approved prior to entry into the accounting system.

Purpose: This procedure outlines the activities and responsibilities involved in verifying the acceptability of all sales receipts.

Scope: These procedures are to be followed for all sales receipts.

Responsibilities:

Back-office provider approves sales receipt documentation.

Procedure:

1.1 DOCUMENT VERIFICATION

1.2 Sales Receipts are often used for Parenting Fees and other similar fees. Verify that all of the correct documents have been used and are present to support the sales receipt transaction. The following documents are required to complete the Sales Receipt transaction:

- Document identifying what the money collected is for
- Approval or authorized signature for the course
- Customer, parent, or other correspondence or support documentation, etc
- Complete the Back-office provider Deposit Log

1.3 Verify that all required information is available to complete the sales receipt.

1.4 Review the customer's Accounts Receivable aging and determine that the customer is current with their payments and that the new sales receipt will not affect their balance.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider service provider process	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	

SOP # REV102 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

**Title: REV102 INVOICING, ACCOUNTS RECEIVABLE,
RECEIVABLE ACCRUALS**

Policy: The Finance Department is responsible for the timely preparation and distribution of invoices to optimize cash flow and customer payments. The Finance Department with the support of Back-office provider will also maintain accurate records over Accounts Receivables and Accruals and abide by proper internal controls.

Purpose: To explain the methods for the preparation of invoices, accounts receivable, and receivable accruals records processing.

Scope: This procedure applies to all revenue earned and services provided by the company.

Procedure:

1.1 SALES RECEIPT REVIEW

1.2 A formal invoice is not always applicable such as when service fees are collected for items such as Parenting.

1.3 The SALES RECEIPT should contain all pertinent billing information as part of the company's sales receipt procedure. However, as part of proper internal control, Billing will verify the information contained on the customer's sales receipt documentation.

As part of this review process, the propriety and accuracy of contact information, prices, description of services, extensions and footings will be determined.

2.1 INVOICE PREPARATION AND POSTING

2.2 The next sequentially numbered Invoice (see example REV102 Ex1 INVOICE) will be prepared from the information from the Federal, State, or Local Grant or Contract Language including all reimbursable costs and will include the invoice date, service item, description of services or billing information, quantity, rate, class or program code, price and extended amounts and the customer's billing addresses.

2.3 Post the invoice by saving the transaction.

3.1 DISTRIBUTION

3.2 Send one copy of the invoice to the customer and retain a second copy of the invoice in the customer file.

4.1 ACCOUNTS RECEIVABLE

4.2 Accounts Receivable will receive and process payments from customers in accordance with the CASH RECEIPTS procedure.

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6.1 On a monthly basis, Accounts Receivable will generate an aged trial balance of customers' accounts with individual invoice information and days outstanding and will forward to Finance Manager and Chief Financial Officer for their follow up on any aged invoices.

6.2 Accounts Receivable will generate monthly statements of outstanding customers' accounts and issue them to customers no later than 10 days after each month end.

6.3 Accounts Receivable will issue Credit Memos to customers upon receipt of approved changes in the terms.

5.1 RECEIVABLE ACCRUALS

5.2 Monthly receivable accruals are at the discretion of the Chief Financial Officer and the Finance Manager when those amounts are reasonably known and quantifiable. Fiscal year end receivable accruals are required to be quantified and recorded no later than August 15th.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back office service provider	Oswald Diaz, CFO

REV102 Ex1 INVOICE

INVOICE NO. _____

CUSTOMER:

Item	Description	Qty	Rate	Class	Amount
------	-------------	-----	------	-------	--------

Total

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REV102 Ex 2 ACCOUNTS RECEIVABLE WRITE-OFF AUTHORIZATION

Customer:

Date:

Invoice No's:

Amount of Write-Off

/

TOTAL

\$

/

JUSTIFICATION

Summary of Collection Actions To Date:

(Include brief description of collection actions taken by accounting, other Company departments and outside collection agency or legal, if applicable)

Approvals:

Credit Manager: _____

Date: _____

Controller: _____

Date: _____

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Title: REV103 PROJECT(Grant/Contract) REVENUE: PROGRESS BILLING

Policy: Progress billings will be made to clients on a timely basis throughout the life of the project. Projects are typically considered Federal, State, and Local Grant contracts. These billings will be accurate and easily understood by both parties involved.

Purpose: The purpose for creating progress billings is to obtain payment for the portion of labor and materials, i.e. “reimbursed costs” used up to a certain point in time and before the project is fully completed. This improves the cash flow typical of long-term projects or assignments. This procedure applies to all Federal, State, and Local Grants and Contracts, Service agreements or Projects provided by the Organization.

Scope: This procedure applies to all service agreements or projects provided by the Organization.

Responsibilities:

The Finance Department is responsible for the confirmation of all final program amounts and is responsible for knowing the correct procedures to be followed for each contract.

Procedure:

1.1 CONTRACT TYPES

1.2 Reimbursement for Services. Progress billing for Reimbursement for Services contracts requires Finance teams to be up to date and monitor the services being provided according to the terms of each contract. The Finance team will enter into the reimbursement request the allowable costs that may be billed according to the contract. From time to time and at the end of the contract, the Chief Financial Officer reviews the billings of the contract and ensures that all available opportunities to recover reimbursable costs have been considered.

1.3 Set Contracts. Set contracts such as with the individual charter schools involve reimbursement for costs such as building rental and an allowance for the amount of apportionment attendance earned. Although the contract is set by terms of the contract, since student attendance can vary, the invoicing for these types of contracts is the same amount throughout the fiscal year and reconciled at the end of the year to account for the final attendance counts.

2.1 BREAKDOWN OF CONTRACT AMOUNT

2.2 The Finance Department with the support of Back-office provider is responsible for

the final reconciliation of all grant and other contracts at the end of the year by reviewing final billings prepared by the Finance team and/or the School Principal. Normally, the contractual agreement will specify the procedures for payment and may also specify the form of the breakdown of contract amount that is required. Care should be taken to be sure that all costs, services, and fees are fully billed and accounted for in each contract.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider and revision of responsibilities.	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	

Title: REV104 ACCOUNT COLLECTIONS

Policy: All open accounts receivable with late or delinquent payment activity will be handled in a timely and effective manner to ensure maximum collections and an optimum accounts receivable turnover ratio.

Purpose: To provide the actions and methods for processing late or delinquent payments.

Scope: This procedure applies to the Accounts Receivable Department involved with collection of past due accounts receivable. The Finance team and the Chief Financial Officer may be involved in reference special arrangements.

Responsibilities:

The Finance team reviews all records for a customer to determine a possible explanation for non-payment prior to commencing the collection process.

Definition: Bad Debt consists of unpaid accounts receivable invoices that are considered to be uncollectible.

Debt collector is any person who regularly collects debts owed to others. This includes attorneys who collect debts on a regular basis.

Procedure:

1.1 COLLECTION PROCESS

1.2 No matter how careful customers are screened prior to credit approval, slow pay or delinquent accounts will occur from time to time. Once an account becomes past due by even a few days, the collection process should commence immediately. Studies have shown that the sooner the collection process starts then the more likely that the debt will be collected.

1.3 Prior to commencing the collection process, the following should be reviewed by the assigned Finance team:

- Verify that after the Invoice was immediately sent out for all billings to the customer and sent to the correct billing address.
- Make certain that the Organization has not received the customer's payment or applied it to the wrong account. These seem obvious, but it can avoid an uncomfortable situation in wrongly accusing the customer of delinquent payments.

- Review the customer's past payment activity. Determine if they are chronically late and what their response has been to any other overdue notices to determine payment patterns or trends.

1.4 Upon review of the above, the Accounts Receivable Representative should then proceed with the collection process by completing an REV104 Ex1 ACCOUNT COLLECTION CONTROL Form. This form will assist in planning and tracking the collection effort. Depending on the amount and the customer situation, the representative can choose to follow-up with collection letters, telephone calls or both.

Record all actions taken (late payment notice, telephone call, etc.) with a date on an ACCOUNT COLLECTION CONTROL Form filed in the customer folder. All customer agreements and explanations should be noted. If payment has not reached the Organization by the expected date, immediate follow-up action should be taken with another collection call or letter. The longer an overdue account is ignored, the longer the customer will ignore it, too.

1.5 Telephone communication will often speed up the collection process. Credit representatives, when speaking with a delinquent account, should observe a few tips or principles.

- Identify yourself and the Organization and state the reason for calling. Be direct and use a controlled, confident voice. Concentrate on listening to the customer and don't rush through the call.

- Get the Facts - The most powerful tool is knowledge. During the phone conversation, try to gain as much insight into the situation as possible. Remember, the goals and objectives are to:

Collect the money!

Identify reasons for non-payment

Settle on an agreement for clearing the debt, including special payment plans and exact dates when a check will be sent.

- Never argue, accuse or be condescending - Verbally fighting or talking down to the customer will only serve to produce negative feelings and may hamper the collection effort. The ultimate purpose is to secure payment, and this is best accomplished without becoming defensive or irritated.

- There are several common objections, complaints and excuses used to elude payment. Study the following examples to learn the most effective responses to the most frequently used ploys.

"I didn't get the invoice." - Respond by verifying the debtor's name and address, and then review the account information with them.

"The check is in the mail." - Extend your thanks, then ask for a check number, amount, date posted and address to which it was mailed.

"Your payment is being processed." - Ask when the payment will be ready for the mail. Determine the process that the payment undergoes after it leaves your contact's desk.

"I need proof of delivery." - Give the customer the name of the person who signed the delivery slip.

"The computer is down." - When do you expect it to be up? Can we get a manual payment?

"I'll pay you when we get paid." - Respond calmly, but make a direct request for payment, such as "When can I expect payment?"

"I have no money" - Create a payment plan. Be flexible and consider alternatives offered by the customer. Work toward making the plan acceptable to both of you.

1.6 Many people find it difficult to confront customers regarding delinquent payments. Just keep in mind that it is the customer, who should feel uncomfortable in this situation.

1.7 If customers stop paying, their phone has been disconnected, and you cannot find them, consider using these resources to locate these debtors and their assets:

- City directories
- Post office (for a forwarding address)
- A customer's employer
- Department of motor vehicle license and registration records
- "In case of emergency" contact, references or closest relatives listed on a credit application
- Old files and correspondence
- The Internet (i.e. <http://www.isleuth.com/peop.html>)
- Skip-tracing services or private investigator
- Credit bureau reports
- Neighbors
- Directory assistance

2.1 SERIOUSLY DELINQUENT OR UNRESPONSIVE ACCOUNTS

2.2 When an account becomes more than 60 days past due, the immediate target of securing prompt payment should take on a greater sense of urgency. The Finance Manager should review the account with Accounts Receivable to determine if the customer's business is valued.

If their business is valued, the following strategies may be used to collect payment:

- Restrict any further credit until the past due amount is paid in full.
- Withhold services already entered into. The harsh reality of having a MERF customer have to move from a MERF location or find a new provider often can spur a delinquent account into action.

2.3 If all other avenues for collection of the account have been exhausted, the Finance Manager, after consulting with the Chief Financial Officer, may want to consider and authorize the use of an outside collection agency.

2.4 All uncollectible accounts will be reviewed by the Finance Manager for disposition.

3.1 WORKING WITH COLLECTION AGENCIES

3.2 Collect all material records for the debt in question and send them to the collection agency. The agency will require a copy of the invoice, proof of delivery, and/or any other correspondence that may help them collect the debt.

3.3 Record the date the debt was sent to collections in the accounts receivable file.

3.4 If payments are received after the debt has been sent to collections, then notify the collection agency immediately in order to stop any further collection efforts. The agency will take their fee for any debt that has been collected once it has been registered by the agency.

3.5 If all other avenues for collection of the account have been exhausted, the Organization should consider further legal action.

4.1 WRITING OFF UNCOLLECTED DEBT

4.2 Write-off any debts remaining uncollected or that are returned from the collection agency and record as a bad debt expense and deduct from accounts receivable.

4.3 If any payments are received after being written-off from accounts receivable, then receive them in as income in the period received.

4.4 If bad debt is a recurring problem, then consider setting up a reserve account or allowance for bad debt at the beginning of the year.

References:

A. FAIR DEBT COLLECTION PRACTICES ACT (FDCA)

The FDCA requires that debt collectors treat consumers fairly and prohibits certain methods of debt collection. Personal, family, and household debts are covered under the Act. This includes money owed for the purchase of an automobile, for medical care, or for charge accounts. Business debt is not included.

Debt collectors may not 1) harass, oppress, or abuse the debtor or any third parties they contact. 2) Use any false or misleading statements when collecting a debt.

For example, debt collectors may not:

- Use threats of violence or harm;
- Publish a list of consumers who refuse to pay their debts (except to a credit bureau);
- Use obscene or profane language; or
- Repeatedly use the telephone to annoy someone.
- Falsely imply that they are attorneys or government representatives;
- Falsely imply that the debtor may have committed a crime;
- Falsely represent that they operate or work for a credit bureau;
- Misrepresent the amount of the debtor's debt;
- Indicate that papers being sent to the debtor are legal forms when they are not
- Indicate that papers being sent to the debtor are not legal forms when they are.
- Give false credit information about the debtor to anyone, including a credit bureau;
- Send the debtor anything that looks like an official document from a court or government agency when it is not.
- Use a false name.
- Collect any amount greater than the debtor's debt, unless the debtor's state law permits such a charge;
- Deposit a post-dated check prematurely;
- Use deception to make the debtor accept collect calls or pay for telegrams;
- Take or threaten to take the debtor's property unless this can be done legally.
- Contact the debtor by postcard.
- Say the debtor will be arrested if they do not pay the debt;
- Say they will seize, garnish, attach, or sell the debtor's property or wages, unless the collection agency or creditor intends to do so, and it is legal to do so.

- Say they will take actions, such as a lawsuit against the debtor, when such action legally may not be taken, or when they do not intend to take such action.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	9/5/17	Revision to clarify processes and positions	

REV104 Ex1 ACCOUNT COLLECTION CONTROL FORM

Account Name: _____ Date _____ Customer Reply or Action _____

Taken _____

Address: _____

Contact(s): _____

Telephone #'s: _____

Payment Terms: _____

Comments: _____

Date	Date	Total	Running
<u>Due</u>	<u>Amount</u>	<u>Paid</u>	<u>Invoice</u>
			<u>Due</u>

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SOP # REV105 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: REV105 REVENUE RECOGNITION - GRANTS AND CONTRIBUTIONS

Policy: The Organization receives revenue from several types of transactions. It is the policy of the Organization to separate and recognize revenue from grants and contributions separately in the financial statements of the Organization and to comply with all current Federal and California rules regarding solicitation and collection of charitable contributions.

Purpose: To provide a separate accounting of grant and contribution income.

Scope: This procedure applies to all grant and contribution income.

Responsibilities:

Chief Financial Officer and the Finance Department direct the separate accounting for grant revenue and contributions received.

Back-office provider ensures that grant and contribution revenues are separately tracked within the accounting system.

Definition:

Contribution - An unconditional transfer of cash or other assets to the Organization, or a settlement or cancellation of the Organization's liabilities, in a voluntary nonreciprocal transfer by another entity acting other than as an owner.

Condition - A donor-imposed stipulation that specifies a future and uncertain event whose occurrence or failure to occur gives the promisor a right of return of the assets it has transferred to the Organization or releases the promisor from its obligation to transfer its assets.

Restriction - A donor-imposed stipulation that specifies a use for the contributed asset that is more specific than broad limits resulting from the nature of the Organization, the environment in which it operates, and the purposes specified in the Organization's articles of incorporation and bylaws. Restrictions on the Organization's use of an asset may be temporary or permanent.

Nonreciprocal Transfer - A transaction in which an entity incurs a liability or transfers assets to the Organization without directly receiving value from the Organization in exchange.

Promise to Give - A written or oral agreement to contribute cash or other assets to the Organization.

Exchange Transaction - A reciprocal transaction in which the Organization and another entity each receive and sacrifice something of approximately equal value

Procedure:

1.1 GRANT AND CONTRIBUTION REVENUE RECOGNITION

1.2 Grant income – Recognized as income when received, based on incurrence of allowable costs (for cost-reimbursement awards) or based on other terms of the award (for fixed price, unit-of-service, and other types of awards). The types of grant income typically received by the Organization are:

- (a) Education payments for MERF Charter services.
- (b) Various Federal, State, and Local grants and contracts.
- (c) Other types of grant income may be received from time to time.

At year-end, grant income that has been incurred but not yet received are accrued to conform with generally accepted accounting principles.

1.3 Contributions - Recognized as income when received, unless accompanied by restrictions or conditions (see the next section on contribution income).

1.4 CONTRIBUTIONS RECEIVED

A. Distinguishing Contributions from Exchange Transactions

The Organization may receive income in the form of contributions, revenue from exchange transactions, and income from activities with characteristics of both contributions and exchange transactions. The Organization shall consider the following criteria, and any other relevant factors, in determining whether income will be accounted for as contribution income, exchange transaction revenue, or both:

1. The Organization’s intent in soliciting the asset, as stated in the accompanying materials;
2. The expressed intent of the entity providing resources to the Organization (i.e. does the resource provider state its intent is to support the Organization’s programs or that it anticipates specified benefits in exchange?);

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3. Whether the method of delivery of the asset is specified by the resource provider (exchange transaction) or is at the discretion of the Organization (contribution);

4. Whether payment received by the Organization is determined by the resource provider (contribution) or is equal to the value of the assets/services provided by the Organization, or the cost of those assets plus a markup (exchange transaction);
5. Whether there are provisions for penalties (due to nonperformance) beyond the amount of payment (exchange transaction) or whether penalties are limited to the delivery of assets already produced and return of unspent funds (contribution); and
6. Whether assets are to be delivered by the Organization to individuals or other than the resource provider (contribution) or whether they are delivered directly to the resource provider or to individuals or the Organization is closely connected to the resource provider.

B. Accounting for Contributions

The Organization shall recognize contribution income in the period in which the Organization receives restricted or unrestricted assets in nonreciprocal transfers, or unconditional promises of future nonreciprocal asset transfers, from donors.

Contribution income shall be classified as increases in unrestricted, temporarily restricted, or permanently restricted net assets based on the existence or absence of such restrictions. See REV107 Restricted Funds for more details.

Unconditional promises to give shall be recorded as assets and increases in temporarily restricted net assets (contribution income) of the Organization in the period that the Organization receives evidence that a promise to support the Organization has been made. Unconditional promises to give that are to be collected within one year shall be recorded at their face value, less any reserve for uncollectible promises, as estimated by management. Unconditional promises to give that are collectible over time periods in excess of one year shall be recorded at their discounted net present value. Accretion of discount on such promises to give shall be recorded as contribution income in each period leading up to the due date of the promise to give. The interest rate that shall be used in calculating net present values of unconditional promises to give is the risk-free rate of return available to the Organization at the time the Organization receives a promise from a donor.

When the final time or use restriction associated with a contributed asset has been met, a reclassification between temporarily restricted and unrestricted net assets shall be recorded.

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When it receives support in the form of volunteer labor, the Organization shall record contribution income and assets or expenses if one of the following two criteria is met:

1. The contributed service creates or enhances a nonfinancial asset (such as a building or equipment), or
2. The contributed service possesses all three of the following

characteristics:

- a. It is the type of service that would typically need to be purchased by the Organization if it had not been contributed,
- b. It requires specialized skills (i.e. formal training in a trade or profession), and
- c. It is provided by an individual possessing those specialized skills.

Contributed services that meet one of the two preceding criteria shall be recorded at the fair market value of the service rendered.

C. Receipts and Disclosures

The Organization and its donors are subject to certain disclosure and reporting requirements imposed under the Internal Revenue Code and its underlying regulations. To comply with those rules, the Organization shall adhere to the following guidelines with respect to contributions received by the Organization.

For any separate contribution received by the Organization, it shall provide a receipt to the donor. The receipt shall be prepared by the School Principal. All receipts prepared by the Organization shall include the following information:

- 1. The amount of cash received and/or a description (but not an assessment of the value) of any noncash property received;
- 2. A statement of whether the Organization provided any goods or services to the donor in consideration, in whole or in part, for any of the cash or property received by the Organization from the donor, and
- 3. If any goods or services were provided to the donor by the Organization, a description and good faith estimate of the value of those goods or services.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	

1	11/12/15	Change in responsibilities	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	

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SOP # REV106 Revision: 2
Effective Date: 9/5/17

Approved by: BOD

Prepared by: Central Office

Title: REV106 GIFTS-IN-KIND

Policy: MERF may accept contributions of goods or services that can be used to advance the mission of MERF and/or any of its schools or may be converted readily into cash. When accepting a gift-in-kind, the receiver must ask the donor to complete as an example REV106 Ex1 GIFT-IN- KIND FORM. Once the donor has completed the form, the receiver must sign the form and send it immediately to the central office for processing.

Purpose: To ensure that Gift-In-Kind transactions are handled in accordance with IRS guidelines and are properly recorded.

Scope: All Gift-In-Kind transactions.

Responsibilities:

Receiver is responsible for assessing the gift for usefulness to the Organization.

School Principal is responsible for handling donor documentation.

The Financial Analysts are responsible for assessing value of gift and informing Back-office provider so that it can be recorded into the accounting system.

Definition: **Gifts-In-Kind** - Transactions categorized as a voluntary contribution of goods or services that can be used to advance the mission of MERF or can be readily converted to cash and may qualify as a charitable deduction for the person(s) making the gift.

Contributed services cannot be counted as a gift and do not qualify as a charitable tax deduction to the donor. However, a donor of services may be able to deduct expenses incurred while performing said services. In such cases, the donor should be advised to consult with a tax accountant.

Background: The IRS has specific regulations regarding gifts-in-kind. This policy outlines the process an employee of MERF should follow when presented with a gift-in-kind. It limits the liability that may inadvertently be assumed by placing value on gifts or by accepting a gift that does not advance the mission of MERF or cannot be readily converted to cash. It further assures that a donor will receive timely acknowledgement of his/her contribution.

Procedure:

1.1 RECEIPT OF GIFT

2 When presented with a potential gift-in-kind, an individual must assess if the gift can be used to advance the mission of MERF or could be readily converted to cash. If there is any question as to whether the contribution meets either of these.

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criteria, the individual should contact his/her immediate supervisor or the central office.

2.1 If the gift is accepted, the individual should offer an immediate and sincere expression of gratitude. At that time, the donor should be given a Gift-In-Kind form and be encouraged to complete the form at that time. If the donor is unable or unwilling to complete the form, the receiver may complete the form, write "N/A" as the estimated fair market value, and enter that the form was completed by him/her in the note section in the lower right hand corner.

The individual accepting the gift cannot offer tax advice or dictate the value of the contribution. It is the responsibility of the donor to determine the fair market value of the contribution. **Note:** the value

is for MERF internal gift reporting and accounting only; the donor's receipt and/or acknowledgement will not indicate value in any way that could be construed as an endorsement of its value.

2.2 If the item is personal property of the donor and is valued at more than \$5,000, the donor must obtain a certified appraisal. The appraisal cannot be dated more than 60 days from the date of the donation. It must be prepared, signed and dated by a qualified appraiser. Federal law requires that the donor pay for the appraisal. (The cost of the appraisal is also tax deductible). This value will be used for gift reporting purposes only.

What constitutes a qualified appraisal:

- I. Appraiser must hold himself or herself out to the public as an appraiser and state credentials showing that he or she is qualified to appraise the type of property being valued.
- II. Appraiser must value the property no more than 60 days before the date of gift; it can be done after the gift has been accepted by the MERF.
- III. Appraiser cannot be (1) the donor, (2) the donee (MERF), (3) any party to the transaction, (4) an appraiser used regularly by (1), (2) or (3), or anyone employed or related to (1),(2), or (3).

The appraisal must contain the following information:

1. A description of the item
2. Its physical condition
3. The date (or expected date) of the contribution
4. Name, address and tax ID number of the appraiser
5. Qualifications of the appraiser including his/her background, experience and education
6. A statement that the appraisal was prepared for income tax purposes
7. Date the item was valued
8. Appraised fair market value of the item
9. Method of valuation (income approach; market data approach; replacement cost minus depreciation approach.)
10. Appraiser must complete Part IV of Section B on form 8283

2.3 The individual accepting the gift will sign and date the Gift-In-Kind form only after the donor has irrevocably turned over the gift-in-kind. Once signed, the

form should be turned over to the School Principal immediately for processing and acknowledgement.

2.4 The School Principal will notify the Finance team of the contribution. The Finance team will then provide necessary information to Back-office provider so that it can be assigned as an asset or income to the appropriate school or to the central office.

2.1 COMPLIANCE

2.2 The IRS allows an individual to deduct the full fair market value of a donated item if it is kept by MERF and used for one of its tax-exempt purposes. If the item is to be converted to cash, then the donor may claim a deduction of the cost value or the fair market

value, whichever is less. **It is the sole responsibility of the donor to determine the value of a contributed item; the receiver cannot assign a value to the donated item(s).**

2.3 Upon receipt of a gift-in-kind, MERF will issue an acknowledgement to the donor along with a copy of the Gift-In-Kind form. The acknowledgement will contain only a description of the contribution and will not include a statement as to the value of the contribution. It will further contain a statement as to what, if any, goods or services were given in exchange for the contribution. MERF cannot issue an acknowledgement for contributions that cannot be used or readily converted to cash.

2.4 For gifts with values exceeding \$5,000, the donor must complete all parts of IRS form 8283 and submit the form to MERF for signature. The School Principal, the Chief Financial Officer and the Chief Executive Officer are the only individuals authorized to sign 8283 forms.

If MERF has signed an IRS form 8283 and then sells, exchanges or otherwise transfers the gift within two years from the date of gift, the central office must file a donee information return, IRS form 8282, within 125 days of disposing the property. MERF will advise the donor if such a transaction occurs as it may affect the charitable tax deduction for which they qualify.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Inclusion of back-office provider service provider process	Oswaldo Diaz, CFO

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REV106 Ex1 GIFT-IN-KIND CONTRIBUTION FORM

Date: _____

Event Name (if applicable): _____

Donor Information:

Donor Name _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Daytime phone _____ E-mail Address _____

Gift Description: _____

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Estimated fair market value (by donor): \$ _____

Special instructions (e.g., item delivery or pick up, restrictions, etc.):

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Please return this form to:

Finance Department

Ph

one: (714)892-5066 13950

Milton Ave. Fax:

(714)362-9588

Suite 200B

Westminster, CA 92683

Per IRS regulations, any item you value over \$500 requires IRS Form 8283; any item you value over \$5,000 requires Form 8283 and a written appraisal.

This form does not serve as a receipt for this contribution, but is intended for our internal record keeping purposes only. A receipt describing the items or merchandise donated will be mailed to the address supplied above. Magnolia Educational & Research Foundation is unable to include the estimated value on the donor receipt. It is the responsibility of the donor to substantiate the fair market value for his/her own tax purposes. The donation of services, although very valuable and much appreciated, is generally not considered tax deductible by the IRS. Please consult with your tax advisor to determine the tax implications of your gift.

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SOP # REV107 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: REV107 RESTRICTED FUNDS

Policy: To properly record and track funds with restrictions in order to ensure the donor's intended uses are met, assist with cash flow planning purposes, and to stay within compliance with laws relating to use of restricted funds.

Purpose: Generally accepted accounting principles require the Organization to classify funds based on the restrictions provided by the donor. These classifications may be

unrestricted, temporarily restricted or permanently restricted. Donor restrictions should be in writing, to ensure proper treatment.

Scope: This procedure applies to funds received that are classified as temporarily or permanently restricted.

Responsibilities:

Back-office provider is responsible for recording restricted donations and releases from restrictions properly in the accounting system. Back-office provider is also responsible for periodic reconciliation of restricted asset totals and monitoring restrictions to determine whether they have been met.

Chief Financial Officer is responsible for monitoring of restrictions and determining whether fulfilling restrictions can be viable for the Organization.

Definition:

Unrestricted Net Assets - net assets whose use is not restricted by donors, even though their use may be limited in other respects, such as by board designation.

Pledges receivable are considered to be temporarily restricted because of an inference that uncollected amounts are intended for future periods.

Temporarily Restricted Net Assets - net assets whose use are limited by donors to either a specified purpose or a later date.

Permanently Restricted Net Assets - net assets whose use are restricted in perpetuity, such as endowments.

Procedure:

1.1 RESTRICTED FUNDS

1.2 At the time revenue is earned by the Organization, the Financial Analysts with the support of Back-office provider will review any related documentation associated with the revenue to determine whether there are any restrictions on the money. Examples

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of restrictions are individual donations given with the intent of supporting a particular program or campaign, a grant received to operate a specific program or project, and donations received to hold in perpetuity. This information can be found on the award letter or on the financial instrument itself. If the revenue is determined to contain restrictions, Back-office provider will record in a separate class in the accounting system to keep separate from unrestricted funds.

1.3 Temporarily Restricted Funds – These funds will be monitored for satisfaction of donor restrictions on a regular basis. Once stipulations are met, they are reclassified from temporarily restricted funds to unrestricted funds regardless of when the related expenses will occur. This is known as “net assets released from restrictions.”

1.4 Permanently Restricted Funds – These funds are restricted by the donor for a designated purpose or time restriction that will never expire. The intent is that the principle balance of the contribution will remain as an investment forever, and the Organization will utilize the interest and investment returns, such as with an endowment.

2.1 ACCOUNTING FOR RESTRICTED FUNDS

2.2 In addition to the obligation to its donors, the Organization is bound by law to spend contributed dollars as designated. If a condition on restricted funding has not been fulfilled and the money has been spent, the donor can demand that the funds be returned, pursue legal action, or contact the Office of the Attorney General. It is of the utmost importance that donor restricted funds are handled properly.

2.3 Do not budget to spend money unavailable to Organization. When planning and budgeting, be mindful of any and all of the time and activity restrictions present on restricted funds. Understand how restrictions will impact cash flow and availability of funds.

2.4 Educate staff and board members who are accountable for the Organization's financial decisions so that they fully understand funding restrictions. Know when the restrictions are satisfied and how to release the funds from restriction.

2.5 When analyzing financial reports, pay close attention to unrestricted funds and, unless you are making decisions regarding programming for which the funds have been restricted, avoid basing decisions on restricted funds. Try to focus your attention on the "Unrestricted" amounts. Formatting financial report with columns that delineate unrestricted and restricted funds can be very helpful.

2.6 Most restrictions on funds directly relate to the grant or fundraising request. When researching and applying for grants, be aware of any challenges that potential restrictions could present to the Organization.

2.7 Fundraising letters and appeals can inadvertently place restrictions on donations. Be certain that managers and donors understand the purpose of contributed dollars and understand if restrictions are present. Also, be certain that staff charged with fundraising understand that appeals can lead to restricted gifts.

2.8 Work with staff to understand the true cost of programming. Allocate all direct costs associated with a program. These allocations help to prepare more accurate budgets for grants and fundraising appeals, and better utilize contributions restricted to specific programs to ease the pressure on limited general operating dollars.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Change in responsibilities	Oswaldo Diaz, CFO

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Title: PUR101 VENDOR SELECTION

Policy: To ensure the performance capabilities of all vendors and maintain the internal controls of over the purchasing functions, vendor selection , quality control , and certain procedural requirements.

Purpose: To provide the methods for determining, documenting and, when applicable, inspecting vendors for compliance with Organization policies and contract purchasing requirements.

Purchased products and services should conform to specified requirements. This starts with selection of appropriate suppliers, consultants, and contractors that have the capability and systems to supply products, materials and services to satisfy Organization requirements. Suppliers and consultants are controlled to the extent necessary based on the effect of the purchased items and services on the quality of the Organization’s products and services.

Scope: This procedure applies to all vendors of products, materials, and services that directly affect the quality of the Organization’s products and services.

Responsibilities:

The Board of Directors shall have authority to approve all contracts including budgeted and non-budgeted items over \$90,000

Chief Executive Officer and/or designee shall have authority to approve all contracts up to and including the amount \$90,000 for all budgeted and non-budgeted amounts.

School Principal is responsible for initial supplier, contractor, and consultant (Collectively the “Supplier”) identification and for collection of business information related to the potential supplier. School Principal shall have the ability to approve purchases up to and including the amount of \$10,000.

All MPS Chief Executive Team Members are responsible for approving contracts up to \$10,000 that are within the approved budget.

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Procedure:

1.0 VENDOR SELECTION

1.1 New vendors are to be evaluated using the following criteria:

- Pricing: competitive pricing is one component of the evaluation and may be outweighed by other factors. Pricing alone will not be a deciding factor unless all else is equal.
- Parts availability and shipping time frame.
- Performance capability (i.e., financial status, sufficient facilities, capability of equipment and employees, professional licenses, years of experience).
- Internal Quality Assurance program: Contractors undergo PEER Review, hold additional licenses, are given preference.
- Reference checks.
- Warranty information if applicable.
- Whether the vendor is debarred from receiving State and/or Federal funds

1.2 Ongoing evaluation of suppliers:

- On-Time Delivery, 100% on time expected (0 days early, 0 days late)
- Quality: (Items (or lots) rejected/Total items (or lots) received) X 100. Ratings less than 95% require corrective action. Exceptions to the 95% Corrective Action requirement may be given where the total quantity of items or lots received is small and at the Controller's discretion.

1.3 Qualified vendors will be maintained on an Approved Vendor List for purchasing. The approved list can be as simple as those vendors that are retained as "active" in the accounting system.

2.0 **VENDOR INSPECTIONS**

2.1 For critical components that the Organization desires to rely on the quality assurance of the vendor to reduce receiving inspection or testing requirements such as with high end computer parts, an on-sight vendor inspection may be performed and approved.

2.2 The Controller will coordinate with the Purchase Agent to plan, arrange and designate staff for all vendor inspections when considered necessary by the Chief Financial Officer.

3.1 **VENDOR FILES**

3.2 A vendor file will be prepared and maintained for all vendors on the Approved Vendor List, which will be used for significant or on-going purchasing. The vendor files will be kept alphabetically and should include the following:

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- IRS W-9 Taxpayer Identification Certificate (a PDF download is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Resale certificates (only required for those that resell their purchases)
- Legal contracts, dealer or marketing agreements, etc.
- Long-term blanket purchase order commitments
- Proof of insurance
- Any other relevant correspondence or documentation

3.3 Form 1099 must be filed at year-end for the proper reporting of income to certain vendors. To determine whether or not one needs to be filed, all non-merchandise vendors should complete an IRS W-9 Request for Taxpayer Identification Number Certificate. A copy can be obtained via the IRS website (www.IRS.gov) or by contacting the local IRS office. The vendor indicates on the form the reporting status. Note: Incorporated vendors do not receive 1099s.

This applies to all contractors for service (repair person, accountant, consultant, etc.) who are NOT incorporated, and to all lawyers, regardless of incorporation. It is important to make this determination before engaging the contractor so that all payments can be properly tracked for 1099 reporting purposes at the inception.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	2/16/15	Segregation of Duties	Oswaldo Diaz, CFO
2	9/5/2017	Revision to clarify processes and positions	
3	2/11/2021	Revision to increase the approval limits	Serdar Orazov, CFO
4	4/7/2022	Revision to increase the approval limits	Steve Budhraj, CFO
5	6/11/2024	Revision to the policy: The term 'Chief Executive Officer and/or designee' has been added to specify that either the CEO or their appointed representative has the authority to act."	Steve Budhraj CFO

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SOP # PUR102 Revision: 3

Prepared by: Central Office

Effective Date: 4/7/2

Approved by: BOD

Title: PUR102 GENERAL PURCHASING

Policy: All purchases of goods and services shall be consistent with the Board-approved budget. The investment in supplies and capital equipment will be facilitated through the Purchasing Department, maintained at the lowest effective level and supervised consistent with a common set of procedures and controls as required by all regulatory and customer contract requirements.

Purpose: To outline the actions to be taken for 1) the procurement of supplies and capital equipment, 2) the completion of related documents.

Scope: This procedure applies to the purchase of all supplies and capital equipment for all departments within the Organization.

Responsibilities:

All personnel that require a product or service must complete a request in Purchasing Software specifying items for purchase and obtain required approvals.

Chief Financial Officer and the Finance Department are responsible for using good purchasing methods, optimizing price savings, quality or value of products, vendor working relationships, placing orders with approved suppliers, negotiating pricing with suppliers, and forwarding all paperwork to Back-office provider accounts payable for payment.

Back-office provider accounts payable is responsible for payment of invoices only after satisfactory completion or delivery of goods or services has been made.

The School Site Personnel and Other Designated Individuals are responsible for receiving, inspecting materials, and forwarding all paperwork to a designated agent at Back-office provider.

Procedure:

1.1 ORDER DETERMINATION AND REQUISITION

^{1.2} Purchasing should obtain the optimal price for any purchases. All purchases above **\$10,000** require at least 3 quotes to be obtained. Quotes may be submitted by the requestor, Controller or the Purchase Manager can obtain the 3 quotes. The quotes are entered into Purchasing Software along with evaluation and selection of the best option by the requestor. /

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1.3 For purchases of goods and supplies, a request in the Purchasing Software will be prepared by the originating individual or department. The Purchasing Software request should be completed and approved with the following items and any additional supporting documentation:

- Complete description with part or model numbers and link to website if available
- Engineering drawings and specifications
- Type, Class, Grade required
- Quantity required
- Date required
- Requesting department, account code, and allowance/resource code
- Recommended vendor or source if applicable
- Other requirements
- Special shipping requirements
- Special inspection requirements upon receipt
- Itemized Receipts

For the following purchases, additional information is required:

- Textbooks – Full ISBN
- Airline tickets - passenger(s) legal name(s), date of birth, gender, departure/arrival airport codes and exact dates
- Vehicle rentals - vehicle type, exact dates and exact pick up/drop off locations

1.4 If the requisition is for subcontracted services:

- A complete description of the service to be performed
- Engineering drawings and specifications if appropriate
- Requirements for qualification of personnel
- Other documents such as insurance forms, etc.
- Quality standards to be applied

1.5 Purchasing/Accounting will analyze terms, vendor, pricing, quantity breaks, etc., and will order accordingly in the Organization's best interest. Purchasing will notify the requester of any material variances prior to placement of the order.

1.6 Reimbursements for purchases made by staff will be processed upon proper authorization through the Purchasing Software.

2.1 ORDER PLACEMENT

2.2 Requestor is responsible for completing a purchase order form for all orders in excess of \$1,000. This can be processed through the Purchasing Software. Purchase orders are exempted for items such as salaries and related costs, utilities, building leases and debt service payments, other leased equipment, utilities, contracted services, insurance, legal expenses.

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2.4 If there are any requirements for items to be inspected at the supplier's or the Organization's premises by the Organization or our customer, the arrangements and

method of product release shall be included in the purchasing information.

2.4 Buyers must review their purchase orders for accuracy. The buyer submits their authorization through the Purchasing Software indicating the review was performed.

2.5 Orders can be placed with the vendor either by telephone, fax, internet or mail. When placing orders by telephone, the vendor contact and date of order should be noted and a confirming copy of the order sent to the vendor. Pre-approval for any purchase is always required.

2.6 Purchasing is responsible for communicating with those receiving the supplies, following-up on shipping, delivery, and expediting and partial shipments of ordered items. Purchasing can either telephone vendors or use a PUR102 Ex1 PURCHASE ORDER FOLLOW-UP form to verify, trace or expedite orders.

3.1 RECORDKEEPING AND MATCHING

3.2 When Purchase Orders are issued, the Purchasing and Accounting copies will be placed in an Open File until the items are received. The Open File should be reviewed on a weekly basis to determine whether any orders need follow up.

3.3 Items will be received in accordance with procedure PUR103 RECEIVING AND INSPECTION. The completed vendor's packing list is kept at the site where the shipment was received.

3.4 For partial shipments, a note will be made in the Purchasing Software to identify the shipment as partially received. The original Purchase Order will be kept in the open file until all items are received.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	2/13/15	Segregation of duties and limits	Oswaldo Diaz, CFO
2	11/12/15	Inclusion of back-office provider service provider processes	Oswaldo Diaz, CFO
3	9/5/17	Revision to clarify processes and positions	
4	5/9/19	Revision to comply with LAUSD Oversight report recommendations	Nanie Montijo, CFO
5	3/29/21	Revision to update the procurement policy	Serdar Orazov, CFO
6	4/7/22	Revision to update the procurement policy	Steve Budhraj, CFO

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PUR102 Ex1 PURCHASE ORDER FOLLOW-UP

To: _____ Date: _____

Please rush a reply to us by fax or telephone on the information requested below. Thank you.

Our Purchase Order #: _____

From: _____ Dated: _____

/ **Please Respond To Our Request As Indicated Below**

/
 /
 /
 with our requested date? _____ //

/
 /
 below. invoice.//

Please revise

/
 ///

Comments or Reply: _____

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SOP # PUR103 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

TITLE: PUR103 RECEIVING AND INSPECTION

Policy: All parts, components, goods and materials will be received in an organized manner and inspected for conformance prior to stocking or use in order to provide an initial quality control inspection. Any items or shipments rejected will be properly quarantined from other inventory items until disposition.

Purpose: This procedure outlines the steps for the receiving and inspection of materials, components, or parts and the disposition of rejected items.

Scope: This procedure applies to the receipt of all purchases.

Responsibilities:

Anyone Performing the Receiving Function are responsible for receiving, inspecting materials, filing receiving documents at site, and marking purchase order as received.

Purchasing is responsible for accepting or rejecting damaged goods. Back-office provider is responsible for payment of invoices.

The Finance Department will review and authorize all rejections.

Procedure:

1.1 RECEIVING

1.2 A "receiver" is any form used to record the specific types and counts of product or materials received. Usually, the receiver is provided by the vendor and is not part of the Organization's system at all.

An example of this would be a detailed packing slip, furnished by the vendor with the shipment. The packing slip should be kept at the school site.

All incoming product or materials are to be counted and reconciled with what was originally purchased. Discrepancies must be recorded.

1.3 All incoming shipments must be examined for apparent package damage. If the shipment has apparent damage, notify Purchasing/Accounting immediately. Purchasing will decide to either accept or reject the shipment from the carrier and/or file a freight claim.

1.4 If the shipment shows no signs of damage or the Purchase Manager or School Site Principal or designee has decided to accept a damaged shipment, count the shipping pieces (i.e., packages, boxes but not the contents; see Inspection below) and confirm with the bill of lading and note any exceptions (i.e., package damage or shortages).

2.1 INSPECTION

2.2 At the receiving holding area, each shipment should be unpacked and all items piece counted and matched to the packing list. If a packing list is not available, complete as an example PUR103 Ex1 RECEIVING AND INSPECTION REPORT.

2.3 The shipment will then be inspected for conformance according to the inspection level required for each part number (see PUR103 Ex3 INVENTORY INSPECTION LEVELS). If multiple part number classes are included in the shipment, each class will be segregated and inspected accordingly.

2.4 Any previously undiscovered damage to individual inventory items should be noted on the inspection report and immediately followed up with the vendor.

3.1 REJECTION, DISCREPANCIES AND DISPOSITION

3.2 Any count discrepancies will be noted on the packing list or as an example PUR103 Ex2 RECEIVING AND INSPECTION REPORT, signed and forwarded to Purchasing. Purchasing will then follow-up with the vendor to resolve the shipping discrepancy.

3.3 If there is a non-conformance discrepancy, the suspect goods will be red-tagged and separated (quarantined) from other parts and immediately placed in a separate holding area for disposition.

3.4 If only partial goods in the shipment are of non-conformance, the accepted goods should be noted on the paperwork and stocked or placed in use per above procedure.

3.5 Complete as an example PUR103 Ex2 RECEIVING AND INSPECTION REPORT for any rejected parts. Accounting will review and authorize all rejections and complete Part II of the report.

3.6 Goods found to be in conformance or suitable for their intended use and accepted by Accounting will have the red tag removed and be returned to the receiving area or location the product is needed for use. Accounting will note on the report the justification for any accepted parts and forward the report along with the packing list to the Purchase Manager.

Goods rejected by Accounting will continue to be quarantined and red tagged until disposed. Purchasing will determine and arrange for the appropriate disposition of rejected items (i.e., return to vendor for credit, scrap, etc.).

3.7 Unidentified shipments should be resolved by the Purchase Manager. Contact the Chief Financial Officer to resolve any suspicious looking packages.

Revision History:

Revision	Date	Description of changes	Requested By
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0	2/14/13	Initial Release	
1	11/12/15	Changes to responsibilities	Oswaldo Diaz, CFO

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PUR103 Ex2 RECEIVING AND INSPECTION REPORT

PART I RECEIVING

Date: _____

Vendor/Supplier/Subcontractor: _____

P.O. Or Contract No.:

INSPECTION

QUANTITIES

Item No.	Description	Criteria	Ordered	Received	Inspected	Accepted	Rejected
----------	-------------	----------	---------	----------	-----------	----------	----------

Received By: _____

PART II INSPECTION

Inspected By: _____

Sample Lot	Conformance/Discrepancies to Specifications			
	YES	NO	YES	NO
Lot Size: _____	Shipping Damage		Functional	
	Markings/Finish		Dimensions	
Sample Qty: _____	Attributes		Other	
Accepted: _____	Date: _____	Rejected: _____	Date: _____	
Place in Stock	Cause for Rejection: _____			
Forward to Next Operation	_____			

PART III REJECTED PARTS DISPOSITION

Return to Vendor

Conditional Acceptance Approvals

Signature

Signature

Remarks: _____

Further comments may be noted on back of report or additional sheets if necessary.

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PUR103 Ex3 INVENTORY INSPECTION LEVELS

The following are generic descriptions of the type of inspections that should be performed for various classes of inventory items. These descriptions are not completely comprehensive for all the possible types of inventory that can be received and therefore, the inspector should use appropriate judgment to determine any special inspection procedures that may be necessary for unique items.

The inspection levels are intended to be cumulative in that higher level inspections will also include all lower level inspection procedures.

The percentage of the total parts inspected will be according to the part number specifications. For example, an inspection level indication of "Level II, 25" would require that 25% of the parts received in the shipment will be examined at a Level II inspection.

If defects or rejected items are discovered within a shipment and less than a 100% inspection has been performed, the receiving inspector will consult with the Quality Control Manager to determine the appropriate action for assurance of the remainder of the shipment.

Level I: Visual inspection of the shipment or lot. Items appear reasonably to match packing list description(s). Nothing comes to the attention of the inspector as noticeable defects or as unusual and unordinary.

Level II: Actual hands-on visual inspection of individual parts. Each part inspected will be analyzed for the quality of workmanship and construction and the appearance of any defects.

Level III: A functional test of the part will be performed as appropriate for the item. For example, pneumatic parts should indicate function when attached to compressed air source; moving parts should rotate, slide etc.; electrical components should operate, light, etc.

Level IV: The part will be inspected against a set performance or measurement standard as indicated in the part file. For example, structural items will be measured for compliance to drawings within specified tolerances; electrical and mechanical devices will function according to specified performance standards.

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SOP # PUR104 Revision: 4
Effective Date: 4/7/22

Prepared by: Central Office
Approved by: BOD

Title: PUR104 ACCOUNTS PAYABLE AND CASH DISBURSEMENTS

Policy: Internal controls are required to ensure that only valid and authorized

payables are recorded and paid. Accounting procedures should be implemented to ensure the accuracy of amounts, coding of General Ledger accounts and appropriate timing of payments. All accounts payable and cash disbursements will have documented pre-approval, and the authorization limits are stated in the below Responsibilities section.

Purpose: To explain the practices for documenting, recording and issuing payments for accounts payable transactions. (Note: Payments, disbursements, and expenditures result from accounts payable transactions)

Scope: This procedure applies to all purchases including, contractors, consultants, and merchandise and non-merchandise purchases.

Responsibilities:

The Principal at each school site is responsible for reviewing and approving payments under \$10,000 in the purchase software, in accordance with the approved budget.

The Chief Financial Officer is responsible for reviewing and approving payments up to \$50,000 in accordance with the approved budget.

The Chief Executive Officer may assign the Chief Academic Officer, the Chief Operations Officer, the Chief External Officer or Regional Directors the authority to approve expenditures up to \$10,000.

The Chief Executive Officer and/or designee is responsible for reviewing and approving payments over \$50,000 in accordance with the board approved budget, as well as up to \$90,000 for non-budgeted items.

Back-office provider is responsible for payment of invoices in a timely manner.

Background: Properly recording liabilities is generally a three-step process, particularly, for merchandise purchases.

The first step is recording the liability upon receipt of merchandise, using the purchase order estimates or other documentation as a guideline. For accuracy and timeliness of data, a liability should be recorded as soon as the Organization receives the purchased items.

Consultant projects are not recognized as a liability until the invoicing from the consultant is received unless and accrual has been recorded to recognize the total estimated cost of the consultant's services.

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By necessity, this initial recording is usually an estimate or encumbrance and can be finalized when the actual invoice arrives. This is why a Purchase Order is so important for merchandise purchases. It documents the Organization's understanding of how much each item will cost, per the vendor's terms. This includes estimates for freight and any other charges.

The second step takes place when the vendor's invoice is received. At this point the actual liability is finalized, with any necessary adjustments to the item costs, freight, or other charges.

The third step involves the preparation, issuance of payment for the goods received, and subsequent filing of all paperwork for easy retrieval.

Procedure Overview:

Cash disbursements are generally made for:

1. Payments to vendors for goods and services
2. Taxes/license fees
3. Staff training and development
4. Memberships and subscriptions
5. Meeting expenses
6. Employee reimbursements
7. Marketing/promotional materials Checks

are processed throughout the week.

Requests for cash disbursements are submitted to Accounting through the purchasing software. Documentation for the purchasing software requests can be in three ways:

1. Original invoice
2. Purchase request (submitted on approved form)
3. Employee expense report or reimbursement request

All invoices must be approved by the appropriate staff prior to being submitted to accounts payable. Accounts payable will determine the account code for each invoice.

Approvals for reimbursement requests must be obtained prior to the purchase. The Organization is not obligated to reimburse requests where prior approval was not obtained; however, this decision is made at the discretion of the Chief Financial Officer.

Every employee reimbursement or purchase request must be documented in the purchasing software. Please see PUR106 Reimbursements for more details.

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Requests for payment are reviewed in the purchasing software by the Principal, Controller, or Chief Financial Officer dependent on purchase amount. The appropriate personnel:

1. Verifies expenditure and amount
2. Approves for payment if in accordance with budget
3. Provides or verifies appropriate allocation information
4. Provides date of payment taking into account cash flow projections

5. Submits to the Finance team for processing

Back-office provider processes all payments and:

1. Immediately enters them into the Accounts Payable module unless it is paid upon receipt on the same day
2. Prints checks according to allocation and payment date provided by the authorizing party
3. Submits checks, with attached backup documentation, to the Chief Financial Officer for approval and signature.
4. Stamps invoice "paid"
5. Mails checks and appropriate backup documentation
6. Files all backup documentation in the appropriate file
7. Monitors accounts payable throughout the month

Procedure:

1.1 DOCUMENTING ACCOUNTS PAYABLE

1.2 The following documents will be forwarded to Back-office provider accounts payable as a pdf batch for temporary filing and subsequent matching to form an accounts payable voucher package:

- Purchase Order from the purchasing software
- Vendor invoice
- Vendor/Consultant contract

1.3 Once the Back-office provider has received all of the above documents, the following steps will be performed to ensure proper authorization, validity of purchase, receipt of purchased items or services and accuracy of amounts.

The purchase order should be evaluated for proper authorization and the nature of the purchase and pricing as shown on the invoice reviewed for validity.

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- The quantities shown shipped or delivered on the invoice will be compared to the packing slip and/or receiving reports if items have been received. Any discrepancies must be followed-up and resolved prior to commencing with the disbursement process.
- Calculations on the invoice will be recomputed such as quantities received multiplied by unit price and totals.
- Purchases of items and service contracts shall not be made in small quantities (split bidding) for the purpose of circumventing the authorized approval limits assigned by the Board of Directors, or to avoid public bidding based on the policies and procedures.

2.1 RECORDING NON-MERCHANDISE PAYABLES

2.2 Non-merchandise expenditures like utilities, rent, insurance, taxes, repairs, professional fees, etc., are generally not recorded through the purchase order routine. However, there may be other documentation, like contracts, requisitions, and other agreements. These should be filed in the applicable vendor file as documentary support. Upon receipt of the invoice, the charges should be entered into the payable system and coded to the appropriate expense account.

2.3 Generally, once invoices (both merchandise and non-merchandise) have been entered, they can be filed in the respective vendor files, ordered by date. To guard against misfiling an un-entered invoice, consider stamping "entered" on each invoice when it's recorded in accounts payable. It is also helpful to note the entered date and initial entry.

3.1 PAYMENT OF ACCOUNTS PAYABLE

3.2 Accounts payable systems generally provide an aged accounts payable report and list the open payables within the accounting system. Open payables are reviewed by the Finance team. The Finance team should select the bills to be paid based on the funds available and a projection of cash flow or receipts over the coming week. Once complete, process the disbursements by either printing the check, electronic online bill pay, PayPal merchant, wire transfer, or ACH withdrawal for the selected bills to be paid.

Note: Accounts payable should normally be paid within 15 business days unless otherwise determined by the Chief Financial Officer.

3.3 Any vendor credits which are amounts owed to the Organization should be applied to amounts currently owed to the vendor when determining payment. These are normally received in the form of a credit memo or adjusting invoice. These should be entered into the system like any other invoice and applied to the next payment being made. There is no reason to "age" a credit memo.

3.4 Pull all Invoices to be paid from the files and match them with the printed checks, wire transfer, electronic online bill pays, or ACH withdrawal documentation. Present the materials to the Chief Financial Officer for review and signing

3.5 Immediately ensure that all printed checks, wire transfer, electronic online bill pay, or ACH withdrawal documentation are signed and approved and correctly recorded in the accounting system. Stamp the invoices "paid" to document they've been paid. Use only checks that incorporate a two stub plus check form in order to attach one stub to the paid invoice and the other to the remittance copy of the Invoice.

3.6 If one check or electronic online bill pay pays several Invoices, then either photocopy the stub or print the electronic online bill pay screen print and attach a copy to each paid Invoice or consider attaching all paid Invoices to the one check stub or the electronic online bill pay document. File all resulting documentation according to check number sequentially in the checks paid binders.

3.7 Mail the checks as soon as possible once checks have been posted and "paid" by the

system. It is not advisable to "hold" checks for additional days after posting. This practice usually occurs when there are insufficient cash flows. However, holding checks increases the difficulty of projecting cash flow, reduces cash balance accuracy, and causes confusion when trying to reconcile accounts payable vendor balances. None of these balances will be accurate if printed checks are held back from mailing. If cash flow is insufficient to mail the checks, then it is advisable not to post and print checks in the first place.

4.1 MANUAL CHECKS

4.2 The Organization does not permit the use of manual checks.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	2/13/15	Revision of Purchase limits	Oswaldo Diaz, CFO
2	11/12/15	Inclusion of back-office provider service provider process	Oswaldo Diaz, CFO
3	6/6/16	Policy revision	Oswaldo Diaz, CFO
4	9/5/17	Revision to clarify processes and positions	
5	2/11/2021	Revision to increase the approval limits	Serdar Orazov, CFO
6	4/7/2022	Revision to increase the approval limits	Steve Budhreja, CFO
7	6/11/2024	Revision to the policy: The term 'Chief Executive Officer and/or designee' has been added to specify that either the CEO or their appointed representative has the authority to act."	Steve Budhreja,CFO

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SOP # PUR105 Revision: 2
Effective Date: 9/5/17

Prepared by: Central Office
Approved by: BOD

Title: PUR105 PREPAID EXPENSES

Policy: It is the policy of MERF to treat payments of expenses that have a time- sensitive future benefit as prepaid expenses and to amortize these items over the corresponding time period. For purposes of this policy, prepaids are only accounted for at the end of the fiscal year and the amount that is considered to be prepaid remains at the discretion of the Chief Financial Officer.

Purpose: To ensure the proper payment and accounting of expenses that have a future benefit allocated over time.

Scope: Any transaction that is currently paid that has a value that can be amortized over a future time period.

Responsibilities:

The Chief Financial Officer is responsible for reviewing and authorizing prepaid expenses.

The Finance Department with the support of Back-office provider is responsible for processing prepaid payments and amortizing the prepaid cost of the expected future life of the prepaid asset.

Background: Prepaid expenses are very common and allow the Organization to on occasion take advantage of pre-paying for certain expenses and thus recovering discounts or ensuring that a certain expense is fully paid.

Procedure:

1.1 ACCOUNTING TREATMENT

1.2 Prepaid expenses with future benefits that expire within one year from the date of the financial statements shall be classified as current assets. Prepaid expenses that benefit future periods beyond one year from the financial statements date shall be classified as non-current assets.

2.1 PROCEDURES

2.2 As part of the account coding process performed during the processing of accounts payable at the end of the fiscal year, all incoming vendor invoices shall be reviewed for the existence of time-sensitive future benefits. If future benefits are identified, the payment shall be coded to a prepaid expense account code.

2.3 The Finance Department shall maintain a schedule of all prepaid expenses. The schedule shall indicate the amount and date paid, the period covered by the prepayment, the purpose of the prepayment, and the monthly amortization. This

schedule shall be reconciled to the general ledger balance as part of the monthly closeout process.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	11/12/15	Revision of responsibilities	Oswaldo Diaz, CFO
2	9/5/17	Revision to clarify processes and positions	

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SOP # PUR 106 Revision: 3
Effective Date: 4/7/22

Prepared by: Central Office
Approved by: BOD

Title: PUR 106 REIMBURSEMENTS

Policy: Internal controls are required to ensure that only valid and authorized reimbursements are recorded and paid. Accounting procedures should be implemented to ensure the accuracy of amounts, coding of General Ledger accounts and appropriate timing of payments.

Purpose: To explain the practices for documenting, recording and issuing payments for reimbursement transactions.

Scope: This procedure applies to all reimbursements.

Responsibilities:

The Principal at each school site is responsible for reviewing and approving payments under \$10,000 in the purchasing software, in accordance with the approved budget.

The Chief Financial Officer is responsible for reviewing and approving payments up to \$50,000 in accordance with the approved budget.

The Chief Executive Officer may assign the Chief Academic Officer, the Chief of Staff, the Chief External Officer or Regional Directors the authority to approve expenditures up to \$10,000.

The Chief Executive Officer and/or designee is responsible for reviewing and approving payments over \$50,000 in accordance with the board approved budget, as well as up to \$90,000 for non-budgeted items.

Back-office provider Accounts payable is responsible for payment of reimbursements in a timely manner. A timely manner is defined as within two weeks of submission.

Background: Properly recording reimbursements is generally a three-step process.

The first step is accurately submitting reimbursement receipts along with a proof of pre-approval.

The second step is obtaining the appropriate authorization to process payment.

The step involves the preparation, issuance of reimbursement payment in a timely manner, and subsequent filing of all paperwork for easy retrieval.

Procedure Overview:

Reimbursements are generally made for:

1. Travel and conferences
2. Mileage
- /
3. Meals
4. School/classroom supplies
5. Allowable academic expenses

6. Student awards
7. Other expenses

Reimbursement checks are processed on cycle or sooner.

All reimbursement requests must be approved by the authorized staff prior to being submitted to accounts payable. Accounts payable will review the account code for each invoice.

Every employee reimbursement or purchase request must be documented in the financial software with evidence of pre-authorization, receipts, nature of business, program allocation, and funding source:

Travel and Conferences - an itemized receipt from the hotel detailing all charges, the person(s) for whom the lodging was provided, and the specific business purpose. This includes itemized receipts for parking, tolls and bridges, car rentals, taxis, and conference receipts not to exceed limits set forth. (See G&A103, Travel and Entertainment policy for more detailed information.)

Car Rentals – Advanced approvals are required. The employee may make their own car rental arrangements. Vehicle selection will be based upon the most cost-effective class that satisfies requirements for the employee(s) and any demonstration equipment. Supplemental auto insurance coverage offered by car rental agencies must be purchased and will be reimbursed.

Mileage/Personal Vehicles - An employee required to use their own automobile for business will be reimbursed in accordance with the current IRS mileage reimbursement rate. The employee must provide on the expense report, documentation including dates, miles traveled and purpose of each trip.

The Organization assumes no responsibility for personal automobiles used for business. Further, any parking or speeding violation is the sole responsibility of the employee.

Meals and Entertainment - a receipt must be provided showing the cost of food, beverage, and gratuities, including the names of every person for whom food or beverage was provided, and the specific business purpose. Entertainment expenses are disallowed. Meals are reimbursed based on actual receipt amounts not to exceed the following; Breakfast: \$17.00, Lunch: \$18.00, Dinner: \$34.00 with no

reimbursement for incidental expenses.

Meal and Entertainment tips are limited to 15% (unless automatically assessed by the eating establishment) of the pre-tax meal total cost and any tip that is more than the pre-tax meal total cost will not be reimbursed. For example, a meal that costs \$10 may have an 8% sales tax bringing the total meal price before tip to \$10.80. Figure the tip on the \$10 amount at 15% or \$1.50 and that amount of tip or less is reimbursable. If you tipped more than \$1.50, that difference is not reimbursable. You are always allowed to tip less than 15% should you choose to do so.

School/Classroom Supplies, Allowable Academic Expenses, and Student Awards – these expenditures are subject to the approval of the Principal. Gifts of any kind are never allowed. Student awards may only be paid from non-ADA and unrestricted sources. In other words, student awards may be paid from unrestricted fundraising or from other unrestricted sources of income, subject to approval of the Principal and/or Home Office.

Other Expenditures - a receipt from the vendor detailing all goods or services purchased (including the class of service for transportation) and the specific business purpose.

Non-Reimbursable Expenses - Some expenses are not considered valid business expenses by the Organization, yet may be incurred for the convenience of the traveling individual. Since these are not expenses for the business then they are not reimbursable. (The following can be used as a guide of expenses, which are not reimbursable)

Examples include:

- Airline or travel lounge clubs
- Shoe shine or Dry-cleaning (except for extended travel beyond 5 days)
- Movies or personal entertainment
- Books, magazines or newspapers
- Theft or loss of personal property
- Doctor bills, prescriptions, or other medical services

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- Parking tickets, traffic tickets or Car towing if illegally parked
- Health club memberships
- Baby sitter or Pet care fees
- Barbers and Hairdressers

Requests for reimbursement payments are reviewed in the financial software by the Principal, Account Analysts, Chief Financial Officer, or Chief Executive Officer, dependent

on purchase amount. The appropriate personnel:

1. Verifies and matches expenditure and amount
2. Approves for payment if in accordance with budget
3. Provides or verifies appropriate allocation information
4. Provides date of payment taking into account cash flow projections
5. Submits to the Finance team for processing Accounts

Back Office Provider processes all payments and:

1. Immediately enters them into the Accounts Payable module.
2. Prints checks according to allocation and payment date provided by the approving party
3. Submits checks, with attached backup documentation, to Chief Financial Officer for approval and signature
4. Stamps invoice “paid”
5. Mails checks and appropriate backup documentation
6. Files all backup documentation in the appropriate file
7. Monitors accounts payable throughout the month

Procedure:

1.0 DOCUMENTING REIMBURSEMENTS

All business reimbursement expenditures incurred by employees of the Organization are reimbursed through the Financial system software. All reimbursement receipts must be submitted monthly and any receipt (except tuition reimbursement) that is older than 60 days will not be reimbursed. Employee may submit written justification for the late submission and will be processed at the discretion of the Chief Financial Officer.

All required original receipts for items charged must accompany all reimbursement documentation as well as uploaded into the financial system for approval and reimbursement payment process.

In order to expedite reimbursement, the employee should ensure that the report is completed properly, required documentation is attached, proper authorization is obtained, and any unusual items properly explained and documented. Any questions regarding completion of the report should be directed to the employee’s supervisor or the Finance Team.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/14/13	Initial Release	
1	2/13/15	Amount limit changes. Mileage reimbursement rate.	Oswaldo Diaz, CFO
2	11/12/15	Inclusion of back office service provider and amount limit changes.	Oswaldo Diaz, CFO
3	9/5/17	Revision to clarify processes and positions	
4	9/12/19	Revision	Nanie Montijo, CFO
5	2/11/2021	Revision to increase the approval limits	Serdar Orazov, CFO
6	4/7/22	Revision to update the approval limits	Steve Budhreja, CFO
7	6/11/2024	Revision to the policy: The term 'Chief Executive Officer and/or designee' has been added to specify that either the CEO or their appointed representative has the authority to act.	Steve Budhreja, CFO

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PUR106 Reimbursements
Accounting Policies, Procedures and Forms/

page 6 of 6

SOP # PUR 107 Revision: 2
Effective Date: 4/7/22

Prepared by: Central Office
Approved by: BOD

Title: PUR 107 BIDDING REQUIREMENTS

Policy: To ensure the establishment of bidding requirements relating to multi-year service contracts, and to maintain the internal controls of the selection process.

Purpose: To provide the methods for determining a bidding process, documentation requirements, and award of contracts.

Scope: This procedure applies to all vendors in order to comply with all Federal Uniform Guidance protocols.

Responsibilities:

Purchasing Agent or School Principal is responsible for providing a summary and justification related to the potential proposal.

Selection Committee is responsible for the review and recommendation of all contracts over \$90,000

Chief Executive Officer and/or Chief Financial Officer is/are responsible for the examination of the bidding and selection process of all contracts above \$90,000

Board of Directors are responsible for the approval of all bidding contracts above \$90,000

Procedure:

1.1 BIDDING REQUIREMENTS AND PROCESS

1.2 New service contracts in excess of \$90,000 per site shall be formally bid in accordance with the following:

- Request for Proposals (RFP): RFP requirements should include contract purpose, background, description of service, general information, time requirements, proposal requirements, and evaluation process.
- Public Notice: RFP will be posted in the Organization’s website.
- Prospective Vendors: Selection Committee shall maintain a list of prospective vendors for the various categories of products and services purchased by the organization. All schools or departments should refer prospective vendors to the purchasing department for inclusion in the bidder file.
- Pending Bid File: A file shall be maintained by the selection committee of all invitations to bid currently pending.
- Evaluation: Evaluation of services and vendors will be in accordance with the RFP specifications and policy PUR101 vendor selection.

- Bidder Files: Bidder files shall be maintained retaining the bids, bid

comparison sheets, other submittals, and rationale in award. These bids shall be made available for the public upon request for a period of ninety (90) days after which time they will be archived for two (2) years.

- Bidding of contracts shall not be made in small quantities (split bidding) for the purpose of circumventing the authorized approval limits assigned by the Board of Directors, or to avoid public bidding based on the policies and procedures.
- The RFP requirement doesn't apply to renewal and/or extension of the existing service contracts.

Vendor Selection Requirements			
	Less than \$10,000	Between \$10,000 and \$90,000	Greater than \$90,000
Bid process required?	No	Quotes or estimates	RFP
Acceptable forms of price comparison	N/A	Email, published catalogs, written	Written only
Minimum number of bids required	0	3	3
Submit bid documentation to the Procurement Office?	No	Yes	Yes

2.1 NONCOMPETITIVE NEGOTIATIONS

2.2 Noncompetitive negotiations may be used for procurements in excess of when bidding or competitive negotiations are not feasible. MPS may purchase goods and services through non-competitive negotiations when it is determined in writing by the Chief Executive Officer that competitive negotiation or bidding is not feasible and that:

- An emergency exists which will cause public harm as a result of the delay caused by following competitive purchasing procedures, or
- The product or service can be obtained only from one source, or
- The contract is for the purchase of perishable items purchased on a weekly or more frequent basis, or
- Only one satisfactory proposal is received through RFP, or
- The charter authorizer has authorized the particular type of noncompetitive negotiation.

3.0 STANDARDS OF CONDUCT

The following Standards of Conduct shall govern the performance, behavior and actions of MPS including, employees, officers, directors, volunteers and agents, who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services; awarding contracts and grants; or the administration and supervision of contracts.

As representatives of MPS, all employees, officers, directors, volunteers and agents are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgment. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside MPS.

3.3 Conflict of Interest

3.3.1 No employee, officer, director, volunteer or agent of the MPS shall participate in the selection, award or administration of a bid or contract supported by federal funds if a conflict of interest is real or apparent to a reasonable person.

3.3.2 Conflicts of interest may arise when any employee, officer, director, volunteer or agent of the MPS has a financial, family or any other beneficial interest in the vendor firm selected or considered for an award.

3.3.3 No employee, officer, director, volunteer or agent of the MPS shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family or to any company, vendor or concern who either employs or has any relationship to a family member; or award a contract or bid which violates the spirit or intent of Federal, State and local procurement laws and policies established to maximize free and open competition among qualified vendors.

3.3.4 MPS's employees, officers, directors, volunteers or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value in excess of fifty dollars (\$50) from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a sub-agreement or ancillary contract.

4.0 ACCEPTANCE OF GRATUITIES

MPS's employees, officers, directors, volunteers or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a sub-agreement or ancillary contract.

5.0 DISCIPLINARY ACTIONS

Any MPS member, employee or designated agent of MPS who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of MPS. Furthermore, such a violation of these procurement standards is grounds for dismissal by MPS as an employee, officer, director, volunteer or agent; or other such sanctions as available under the law.

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with MPS.

Revision History:

Revision	Date	Description of changes	Requested By
0	2/16/15	Initial Release	Oswaldo Diaz, CFO
1	3/10/16	Policy Revision	Oswaldo Diaz, CFO
2	6/06/16	Policy Revision	Oswaldo Diaz, CFO
3	2/11/21	Policy Revision to update the limits	Serdar Orazov, CFO
4	4/7/22	Policy Revision to update the limits	Steve Budhraj, CFO

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11.5 Year-to-Date General Ledger

11.5A – MERF 2023-24 GL YTD

11.5B – MERF 2023-24 GL YTD

MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION DBA MAGNOLIA SCIENCE
ACADEMY 3
250 E 1ST ST 15TH FLOOR
LOS ANGELES CA 90012

Statement Period
Sep 1 - Sep 30, 2024

CitiBusiness® ACCOUNT AS OF SEPTEMBER 30, 2024

Relationship Summary:

Checking	\$3,018,707.32
Savings	-----
Checking Plus	-----

We are notifying you of a change to the Deposit Assessment Fee (DAF) charged on earnings credit eligible checking accounts. Effective November 1, 2024, the DAF that is assessed on the daily average collected balances in your accounts will be increased from 0.175% to 0.200%. If you have any questions, please contact your Sales Representative/Banker.

SUGGESTIONS AND RECOMMENDATIONS

Citibank is discontinuing surcharge free access to Banamex ATMs. Depending on the terms of your account, an additional non-Citibank ATM fee may also be applicable when using Banamex ATMs. Use the Citi Worldwide ATM/Branch Locator on Citibank Online or the Citi Mobile® App to find the nearest ATMs and branches, including non-Citibank ATMs in the U.S. with fee free access.

CHECKING ACTIVITY

CitiBusiness Checking

		Beginning Balance:	\$3,259,038.94	
		Ending Balance:	\$3,018,707.32	
Date	Description	Debits	Credits	
			Balance	
09/03	DEPOSIT		7,960.00	3,266,998.94
09/03	ACH DEBIT METKC INSPREMIUM TS059858150003 Sep 03	265.35		3,266,733.59
09/03	ACH DEBIT ELUMA, LLC SALE Sep 03	1,512.24		3,265,221.35
09/03	ACH DEBIT CA CHTR SCHL JPA SPE ACH 1094 Sep 03	8,190.00		3,257,031.35
09/03	ACH DEBIT KAISER GROUP DUE INTERNET 043000093410300 Sep 03	44,134.97		3,212,896.38
09/03	CHECK NO: 300044	150.00		3,212,746.38
09/03	CHECK NO: 99903475	630.70		3,212,115.68
09/03	CHECK NO: 300045	708.51		3,211,407.17
09/03	CHECK NO: 300047	2,600.00		3,208,807.17
09/03	CHECK NO: 300039	2,842.80		3,205,964.37
09/04	PREAUTHORIZED TRANSFER DRAWDOWN FROM JP MORGAN CHA SE BANK Sep 04	138,986.22		3,066,978.15
09/04	CHECK NO: 300037	141.59		3,066,836.56
09/04	CHECK NO: 300040	1,950.00		3,064,886.56
09/05	ELECTRONIC CREDIT PASS THROUGH BUS PAYMENTS 202409030346286 Sep 05		161,770.00	3,226,656.56
09/05	CHECK NO: 300046	74.00		3,226,582.56
09/05	CHECK NO: 300041	234.00		3,226,348.56
09/06	ELECTRONIC CREDIT EL DORADO COUNTY AP PAYMENT ED019-110436 Sep 06		60,928.00	3,287,276.56
09/09	CHECK NO: 300043	15,665.40		3,271,611.16
09/10	ACH DEBIT EMPLOYMENT DEVEL EDD EFTPMT 623018848 Sep 10	458.85		3,271,152.31
09/10	CHECK NO: 300048	600.00		3,270,552.31
09/11	CHECK NO: 300049	4,930.00		3,265,622.31

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
09/13	ELECTRONIC CREDIT EL DORADO COUNTY AP PAYMENT ED019-110436 Sep 13		2,889.00	3,268,511.31
09/13	ACH DEBIT PITNEY BOWES PAYMENT 800090900494727 Sep 13	502.25		3,268,009.06
09/13	CHECK NO: 300052	508.45		3,267,500.61
09/16	ACH DEBIT AMEX EPAYMENT ACH PMT CPC000005923255 Sep 16	3,518.81		3,263,981.80
09/16	CHECK NO: 300056	361.00		3,263,620.80
09/16	CHECK NO: 300051	1,771.00		3,261,849.80
09/16	CHECK NO: 300053	8,386.84		3,253,462.96
09/17	ACH DEBIT Young, Minney & Young, Min 12192252 Sep 17	487.50		3,252,975.46
09/17	CHECK NO: 300057	679.99		3,252,295.47
09/17	CHECK NO: 300054	13,363.33		3,238,932.14
09/18	CHECK NO: 300050	840.00		3,238,092.14
09/19	PREAUTHORIZED TRANSFER DRAWDOWN FROM JP MORGAN CHA SE BANK Sep 19	138,983.66		3,099,108.48
09/20	ACH DEBIT EMPLOYMENT DEVEL EDD EFTPMT 1417651040 Sep 20	444.97		3,098,663.51
09/20	CHECK NO: 36210	12,750.81		3,085,912.70
09/20	CHECK NO: 300058	12,742.90		3,073,169.80
09/23	CHECK REVERSAL		12,750.81	3,085,920.61
09/23	CHECK NO: 300060	179.25		3,085,741.36
09/23	CHECK NO: 300055	326.25		3,085,415.11
09/25	CHECK NO: 300061	708.51		3,084,706.60
09/26	ACH DEBIT MAGNOLIA PS2 PAYMENTS 000001OFFSET Sep 26	89,177.24		2,995,529.36
09/27	CHECK NO: 300059	1,801.80		2,993,727.56
09/30	ELECTRONIC CREDIT EL DORADO COUNTY AP PAYMENT ED019-110436 Sep 30		27,177.00	3,020,904.56
09/30	ACH DEBIT ReadyRefresh ECHECKPAY 0031889827 Sep 30	373.17		3,020,531.39
09/30	CHECK NO: 300066	444.09		3,020,087.30
09/30	CHECK NO: 300062	1,379.98		3,018,707.32
	Total Debits/Credits	513,806.43	273,474.81	

Checks Paid								
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
36210	09/20	12,750.81	300037*	09/04	141.59	300039*	09/03	2,842.80
300040	09/04	1,950.00	300041	09/05	234.00	300043*	09/09	15,665.40
300044	09/03	150.00	300045	09/03	708.51	300046	09/05	74.00
300047	09/03	2,600.00	300048	09/10	600.00	300049	09/11	4,930.00
300050	09/18	840.00	300051	09/16	1,771.00	300052	09/13	508.45
300053	09/16	8,386.84	300054	09/17	13,363.33	300055	09/23	326.25
300056	09/16	361.00	300057	09/17	679.99	300058	09/20	12,742.90
300059	09/27	1,801.80	300060	09/23	179.25	300061	09/25	708.51
300062	09/30	1,379.98	300066*	09/30	444.09	99903475*	09/03	630.70

* indicates gap in check number sequence

Number Checks Paid: 27

Totaling: \$86,771.20

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:

Checking

YOU CAN CALL:

877-528-0990
For TTY: We accept 711 or
other Relay Service.

YOU CAN WRITE:

Citibank, N.A.
P.O. Box 790184
St Louis, MO 63179

For phone payments accepted through our Collections Department, you authorize Citi to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicated on the phone. You may cancel a one-time payment by calling the number on your statement within the timeframe disclosed to you on the phone.

For change in address, call your account officer or visit your branch.

* To ensure quality service, calls are randomly monitored.

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MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION DBA MAGNOLIA SCIENCE
ACADEMY 3
250 E 1ST ST 15TH FLOOR
LOS ANGELES CA 90012

Statement Period
Oct 1 - Oct 31, 2024

CitiBusiness® ACCOUNT AS OF OCTOBER 31, 2024

Relationship Summary:

Checking	\$3,077,361.07
Savings	-----
Checking Plus	-----

We are notifying you of a change to the Deposit Assessment Fee (DAF) charged on earnings credit eligible checking accounts. Effective November 1, 2024, the DAF that is assessed on the daily average collected balances in your accounts will be increased from 0.175% to 0.200%. If you have any questions, please contact your Sales Representative/Banker.

CHECKING ACTIVITY

CitiBusiness Checking

		Beginning Balance:	\$3,018,707.32
		Ending Balance:	\$3,077,361.07
Date	Description	Debits	Credits
			Balance
10/01	ACH DEBIT METKC INSPREMIUM TS059858150003 Oct 01	3,003.11	
10/02	ELECTRONIC CREDIT LAUSD PAYMENTS 202409300355879 Oct 02		75,142.86
10/03	PREAUTHORIZED TRANSFER DRAWDOWN FROM JP MORGAN CHA SE BANK Oct 03	138,408.67	
10/03	CHECK NO: 300063	698.00	
10/03	CHECK NO: 99755503	2,138.57	
10/04	ELECTRONIC CREDIT PASS THROUGH BUS PAYMENTS 202410020356927 Oct 04		493,170.74
10/04	ACH DEBIT ELUMA, LLC SALE Oct 04	1,512.24	
10/04	ACH DEBIT CA CHTR SCHL JPA SPE ACH 1094 Oct 04	8,190.00	
10/04	CHECK NO: 300064	2,959.96	
10/07	CHECK NO: 300070	1,180.83	
10/07	CHECK NO: 300065	7,018.73	
10/08	CHECK NO: 300067	309.00	
10/08	CHECK NO: 300069	551.12	
10/10	CHECK NO: 300068	400.00	
10/11	ACH DEBIT Young, Minney & Young, Min 12725150 Oct 11	6,817.50	
10/15	TRANSFER DEBIT TRANSFER TO CHECKING Oct 15 VIA CBUSOL REFERENCE # 094651	13,086.99	
10/15	TRANSFER DEBIT TRANSFER TO CHECKING Oct 15 VIA CBUSOL REFERENCE # 094635	50,705.04	
10/15	CHECK NO: 300075	4,180.00	
10/16	ELECTRONIC CREDIT PASS THROUGH BUS PAYMENTS 202410140360813 Oct 16		14,066.67
10/16	ACH DEBIT AMEX EPAYMENT ACH PMT CPC000005952081 Oct 16	6,258.93	
10/16	CHECK NO: 99195188	92.56	
10/16	CHECK NO: 300073	2,469.97	
10/16	CHECK NO: 300074	13,363.33	
10/17	PREAUTHORIZED TRANSFER DRAWDOWN FROM JP MORGAN CHA SE BANK Oct 17	145,253.88	
10/18	CHECK NO: 300079	3,159.96	
10/21	TRANSFER CREDIT TRANSFER FROM CHECKING Oct 21 000202876769 VIA CBUSOL Re # 063294		80.20

CHECKING ACTIVITY **Continued**

Date	Description	Debits	Credits	Balance
10/21	TRANSFER CREDIT TRANSFER FROM CHECKING 000202876694 VIA CBusOL Re # 063288		346.30	3,189,755.70
10/21	TRANSFER CREDIT TRANSFER FROM CHECKING 000203309844 VIA CBusOL Re # 063292		435.00	3,190,190.70
10/21	TRANSFER CREDIT TRANSFER FROM CHECKING 000204466494 VIA CBusOL Re # 063293		2,115.23	3,192,305.93
10/21	TRANSFER CREDIT TRANSFER FROM CHECKING 000204244719 VIA CBusOL Re # 063287		2,499.20	3,194,805.13
10/21	TRANSFER CREDIT TRANSFER FROM CHECKING 000203705041 VIA CBusOL Re # 063289		3,375.51	3,198,180.64
10/21	TRANSFER DEBIT TRANSFER TO CHECKING VIA CBusOL REFERENCE # 063299	2.00		3,198,178.64
10/21	TRANSFER DEBIT TRANSFER TO CHECKING VIA CBusOL REFERENCE # 063273	2,526.49		3,195,652.15
10/21	CHECK NO: 300071	84.14		3,195,568.01
10/21	CHECK NO: 300072	131.55		3,195,436.46
10/22	TRANSFER DEBIT TRANSFER TO CHECKING VIA CBusOL REFERENCE # 009374	591.82		3,194,844.64
10/22	ACH DEBIT KAISER GROUP DUE INTERNET 043000099252372 Oct 22	43,553.40		3,151,291.24
10/22	CHECK NO: 300078	13,363.33		3,137,927.91
10/23	CHECK NO: 300090	3,000.00		3,134,927.91
10/24	DEPOSIT		52.00	3,134,979.91
10/24	DEPOSIT		65.00	3,135,044.91
10/24	DEPOSIT		70.00	3,135,114.91
10/24	DEPOSIT		158.00	3,135,272.91
10/24	DEPOSIT		3,675.81	3,138,948.72
10/24	ACH DEBIT MAGNOLIA PS2 PAYMENTS 000001OFFSET Oct 24	92,778.42		3,046,170.30
10/24	CHECK NO: 300082	360.98		3,045,809.32
10/25	CHECK NO: 300088	314.19		3,045,495.13
10/25	CHECK NO: 300094	3,799.95		3,041,695.18
10/25	CHECK NO: 300087	5,505.56		3,036,189.62
10/25	CHECK NO: 300081	7,796.00		3,028,393.62
10/25	CHECK NO: 300080	12,952.71		3,015,440.91
10/28	CHECK NO: 300095	15.00		3,015,425.91
10/28	CHECK NO: 300091	88.10		3,015,337.81
10/28	CHECK NO: 300089	176.76		3,015,161.05
10/28	CHECK NO: 300093	213.94		3,014,947.11
10/28	CHECK NO: 99801076	4,149.99		3,010,797.12
10/29	CHECK NO: 300096	4,731.66		3,006,065.46
10/30	ELECTRONIC CREDIT PASS THROUGH BUS PAYMENTS 202410280366230 Oct 30		223.00	3,006,288.46
10/30	ACH DEBIT ReadyRefresh ECHECKPAY 0031889827 Oct 30	467.26		3,005,821.20
10/30	CHECK NO: 300076	150.00		3,005,671.20
10/30	CHECK NO: 300098	963.39		3,004,707.81
10/30	CHECK NO: 300084	2,040.18		3,002,667.63
10/31	ELECTRONIC CREDIT LAUSD PAYMENTS 202410290367247 Oct 31		75,142.86	3,077,810.49
10/31	CHECK NO: 300097	449.42		3,077,361.07
	Total Debits/Credits	611,964.63	670,618.38	

Checks Paid								
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
300063	10/03	698.00	300064	10/04	2,959.96	300065	10/07	7,018.73
300067*	10/08	309.00	300068	10/10	400.00	300069	10/08	551.12
300070	10/07	1,180.83	300071	10/21	84.14	300072	10/21	131.55
300073	10/16	2,469.97	300074	10/16	13,363.33	300075	10/15	4,180.00
300076	10/30	150.00	300078*	10/22	13,363.33	300079	10/18	3,159.96
300080	10/25	12,952.71	300081	10/25	7,796.00	300082	10/24	360.98
300084*	10/30	2,040.18	300087*	10/25	5,505.56	300088	10/25	314.19

continued ...

CHECKING ACTIVITY **Continued**

Checks Paid continued								
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
300089	10/28	176.76	300090	10/23	3,000.00	300091	10/28	88.10
300093*	10/28	213.94	300094	10/25	3,799.95	300095	10/28	15.00
300096	10/29	4,731.66	300097	10/31	449.42	300098	10/30	963.39
99195188*	10/16	92.56	99755503*	10/03	2,138.57	99801076*	10/28	4,149.99

* indicates gap in check number sequence Number Checks Paid: 33 Totaling: \$98,808.88

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:

YOU CAN CALL:

YOU CAN WRITE:

Checking

877-528-0990
 For TTY: We accept 711 or
 other Relay Service.

Citibank, N.A.
 P.O. Box 790184
 St Louis, MO 63179

For phone payments accepted through our Collections Department, you authorize Citi to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicated on the phone. You may cancel a one-time payment by calling the number on your statement within the timeframe disclosed to you on the phone.

For change in address, call your account officer or visit your branch.

* To ensure quality service, calls are randomly monitored.

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MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION DBA MAGNOLIA SCIENCE
ACADEMY 3
250 E 1ST ST 15TH FLOOR
LOS ANGELES CA 90012

Statement Period
Nov 1 - Nov 30, 2024

CitiBusiness® ACCOUNT AS OF NOVEMBER 30, 2024

Relationship Summary:

Checking	\$2,996,801.02
Savings	-----
Checking Plus	-----

We are notifying you of a change to the Deposit Assessment Fee (DAF) charged on earnings credit eligible checking accounts. Effective November 1, 2024, the DAF that is assessed on the daily average collected balances in your accounts will be increased from 0.175% to 0.200%. If you have any questions, please contact your Sales Representative/Banker.

CHECKING ACTIVITY

CitiBusiness Checking

		Beginning Balance:	\$3,077,361.07	
		Ending Balance:	\$2,996,801.02	
Date	Description	Debits	Credits	Balance
11/01	ELECTRONIC CREDIT EL DORADO COUNTY AP PAYMENT ED019-110436 Nov 01		27,177.00	3,104,538.07
11/01	ACH DEBIT METKC INSPREMIUM TS059858150003 Nov 01	2,762.11		3,101,775.96
11/01	CHECK NO: 300086	1,967.85		3,099,808.11
11/01	CHECK NO: 300100	2,289.97		3,097,518.14
11/04	PREAUTHORIZED TRANSFER DRAWDOWN FROM JP MORGAN CHA SE BANK Nov 04	138,398.77		2,959,119.37
11/04	ACH DEBIT ELUMA, LLC SALE Nov 04	1,512.24		2,957,607.13
11/04	CHECK NO: 300099	249.54		2,957,357.59
11/05	CHECK NO: 300083	395.00		2,956,962.59
11/06	ELECTRONIC CREDIT PASS THROUGH BUS PAYMENTS 202411040369073 Nov 06		375,054.44	3,332,017.03
11/06	CHECK NO: 300101	9,750.00		3,322,267.03
11/08	CHECK NO: 300104	840.00		3,321,427.03
11/08	CHECK NO: 300102	1,679.41		3,319,747.62
11/08	CHECK NO: 300106	13,363.33		3,306,384.29
11/12	CHECK NO: 300105	113.45		3,306,270.84
11/13	ACH DEBIT PITNEY BOWES PAYMENT 800090900494727 Nov 13	1,517.25		3,304,753.59
11/14	ELECTRONIC CREDIT PASS THROUGH BUS PAYMENTS 202411120372557 Nov 14		26,652.50	3,331,406.09
11/14	ACH DEBIT CA CHTR SCHL JPA SPE ACH 1094 Nov 14	8,190.00		3,323,216.09
11/14	CHECK NO: 300109	839.99		3,322,376.10
11/15	ELECTRONIC CREDIT Sandy Hook Promi ACH Paymen V12682 Nov 15		250.00	3,322,626.10
11/19	PREAUTHORIZED TRANSFER DRAWDOWN FROM JP MORGAN CHA SE BANK Nov 19	152,708.74		3,169,917.36
11/19	ACH DEBIT SquareWorks Cons SquareWork IYZ96MWX2 Nov 19	2,909.96		3,167,007.40
11/19	CHECK NO: 300108	3,050.00		3,163,957.40
11/19	CHECK NO: 300110	9,860.00		3,154,097.40
11/20	CHECK NO: 300111	1,222.65		3,152,874.75
11/21	ACH DEBIT SquareWorks Cons SquareWork IK8MAWMKL Nov 21	1,379.98		3,151,494.77
11/21	ACH DEBIT EMPLOYMENT DEVEL EDD EFTPMT 1746495328 Nov 21	1,759.53		3,149,735.24

CHECKING ACTIVITY **Continued**

Date	Description	Debits	Credits	Balance
11/21	ACH DEBIT KAISER GROUP DUE INTERNET 043000095012544 Nov 21	43,553.40		3,106,181.84
11/22	ACH DEBIT AMEX EPAYMENT ACH PMT CPC000005986650 Nov 22	3,424.74		3,102,757.10
11/22	CHECK NO: 300107	220.48		3,102,536.62
11/25	DEPOSIT		50.00	3,102,586.62
11/25	DEPOSIT		141.00	3,102,727.62
11/25	DEPOSIT		215.00	3,102,942.62
11/25	DEPOSIT		375.00	3,103,317.62
11/25	DEPOSIT		625.00	3,103,942.62
11/25	DEPOSIT		1,830.00	3,105,772.62
11/25	DEPOSIT		4,089.00	3,109,861.62
11/25	ACH DEBIT SquareWorks Cons SquareWork 175NLBNLO Nov 25 38	689.99		3,109,171.63
11/25	CHECK NO: 300117	363.19		3,108,808.44
11/25	CHECK NO: 99369495	2,012.38		3,106,796.06
11/25	CHECK NO: 300112	4,652.00		3,102,144.06
11/25	CHECK NO: 300114	10,358.78		3,091,785.28
11/26	ACH DEBIT MAGNOLIA PS2 PAYMENTS 000001OFFSET Nov 26	91,126.89		3,000,658.39
11/27	CHECK NO: 300121	349.76		3,000,308.63
11/27	CHECK NO: 300120	449.42		2,999,859.21
11/27	CHECK NO: 300118	2,347.92		2,997,511.29
11/29	CHECK NO: 300115	710.27		2,996,801.02
Total Debits/Credits		517,018.99	436,458.94	

Checks Paid								
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
300083	11/05	395.00	300086*	11/01	1,967.85	300099*	11/04	249.54
300100	11/01	2,289.97	300101	11/06	9,750.00	300102	11/08	1,679.41
300104*	11/08	840.00	300105	11/12	113.45	300106	11/08	13,363.33
300107	11/22	220.48	300108	11/19	3,050.00	300109	11/14	839.99
300110	11/19	9,860.00	300111	11/20	1,222.65	300112	11/25	4,652.00
300114*	11/25	10,358.78	300115	11/29	710.27	300117*	11/25	363.19
300118	11/27	2,347.92	300120*	11/27	449.42	300121	11/27	349.76
99369495*	11/25	2,012.38						

* indicates gap in check number sequence Number Checks Paid: 22 Totaling: \$67,085.39

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:	YOU CAN CALL:	YOU CAN WRITE:
Checking	877-528-0990 For TTY: We accept 711 or other Relay Service.	Citibank, N.A. P.O. Box 790184 St Louis, MO 63179

For phone payments accepted through our Collections Department, you authorize Citi to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicated on the phone. You may cancel a one-time payment by calling the number on your statement within the timeframe disclosed to you on the phone.

For change in address, call your account officer or visit your branch.

* To ensure quality service, calls are randomly monitored.

11.7 Bank Statements

11.7B – MSA-03 September 2024 Statement Bank Reconciliation

11.7D – MSA-03 October 2024 Statement Bank Reconciliation

11.7F – MSA-03 November 2024 Statement Bank Reconciliation

BILL TO			SALES & SERVICE AGREEMENT			SHIP TO		
CUSTOMER NAME MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION			CUSTOMER NAME MAGNOLIA SCIENCE ACADEMY - 3					
ADDRESS 250 E 1ST ST STE 1500			ADDRESS 1254 E HELMICK ST.					
CITY, STATE ZIP LOS ANGELES, CA 90012			CITY, STATE ZIP CARSON, CA 90746					
BILL TO CONTACT PERSON Lesia Nwankwo	BILL TO PHONE NUMBER (213) 628-3634 x117	BILL TO EMAIL lnwankwo@magnoliapublicschools.org	SHIP TO CONTACT PERSON Zekeriya Ocel	SHIP TO PHONE NUMBER (310) 637-3806	SHIP TO EMAIL zocel@magnoliapublicschools.org			
SALESPERSON Peter Jones	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20307750	SERVICE CONTRACT <input checked="" type="checkbox"/> New CONTRACT #	MPS CONTRACT <input type="checkbox"/> CONTRACT #				
LEASE PAYMENT \$291.28 Monthly			SERVICE PAYMENT Included in Lease			MPS PAYMENT N/A		
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

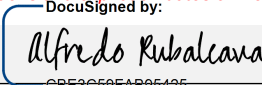
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE
1	PrimeLink C9070	1254 E HELMICK ST.	PrimeLink C9070 with Business Ready Finisher with 2/3 hole punch, 3K stack, 50 sht staple, DMP Xerox Integrated Controller (DMPCTRL), Postscript for DMP Controller (PS4DMPSVR)	B&W: Pool #1 Color: Pool #1	Included in Lease	Included in Lease


<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)		<input type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL	See Lease
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 0%.				SPECIAL SERVICES FEES	\$0.00
				OTHER ADJUSTMENTS	\$0.00
CONTRACT TYPE			EFFECTIVE DATES		TRANSACTION TYPE
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	<input type="checkbox"/> MAINTENANCE ONLY	TERM IN MONTHS 60 Months	Actual start date based on delivery or lease commencement.	Lease FMV
<input checked="" type="checkbox"/> LEASE			PROPOSED START DATE		
CONTRACT TERMS				NOTES	
SERVICE	MPS				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All parts, labor, drums and supplies; excluding paper and staples			
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples			
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate)			

CONTRACT POOLS		INCLUDED IN LEASE PAYMENT		<input checked="" type="checkbox"/> SERVICE	<input type="checkbox"/> MPS
POOL	VOLUME	OVG. RATE	PAYMENT	BASE FRQNCY	OVG.
B&W: Pool #1	0	\$0.00590	Included in Lease	Monthly	Quarterly
Color: Pool #1	0	\$0.04000	Included in Lease	Monthly	Quarterly

REMOTE SERVICE TECHNOLOGY <input checked="" type="checkbox"/>	XDA/XDM <input type="checkbox"/>	FM AUDIT <input type="checkbox"/>	DECLINE <input type="checkbox"/>	PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON Nash Shapoatov	TECH PHONE # 480-330-6189	TECH EMAIL nshapoatov@magnoliapublicschools.org	METER CONTACT PERSON Zekeriya Ocel	METER PHONE # (310) 637-3806	METER EMAIL zocel@magnoliapublicschools.org	
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per average billing cycle should customer decline meter and supply technology app installation.						

QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE
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CUSTOMER ACCEPTANCE	
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.	
AUTHORIZED CUSTOMER SIGNATURE:  SIGNER'S NAME (PRINTED): Alfredo Rubalcava COMPANY SALES:	TITLE: CEO and Superintendent DATE: 6/19/2024 8:20 PM EDT DATE:

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Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
- A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or
 - A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or
 - A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter: Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

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13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of CA (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

DS

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Initials

AMENDMENT TO SALES AND SERVICE AGREEMENT

THIS AMENDMENT 1 (“Amendment 1”) amends the Sales and Service Agreement (“Agreement”) Between MRC Smart Technology Solutions and Magnolia Education and Research Foundation dated June 12th, 2024. Capitalized terms used herein have the same meaning as set forth in the Agreement. The following terms will be removed and/or modified:

1. Section 4: Terms to be removed:

- a. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products.

2. Section 7: Terms to be removed:

- a. Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%.

3. Section 7: Terms to be modified:

- a. Except as may otherwise be provided for herein, this Agreement in non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew on a month-to-month basis.
- b. If any payment is not received by Company within thirty (30) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law).

Except as specifically set forth herein, the Agreement is otherwise unchanged.

Company

Customer

Alfredo Rubalcava

Name (Please Print)

DocuSigned by:
Name (Please Print)

Alfredo Rubalcava

Signature

CBE3C59FAB96425...

Signature
CEO and Superintendent

Title

Title
6/19/2024 | 8:20 PM EDT

Date

Date

Cost Per Image Agreement



Agreement No:

Supplier Name & Address: MRC Smart Technology Solutions, Inc. - 5657 Copley Drive San Diego, CA 92111

Owner: XEROX FINANCIAL SERVICES LLC - 201 Merritt 7, Norwalk, CT 06851

CUSTOMER INFORMATION

Full Legal Name: MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION Phone Number: (213) 628-3634 x117

Billing Address: 250 E 1ST ST STE 1500 City: LOS ANGELES State: CA Zip: 90012

Contact Name: Zekeriya Ocel Contact Email: zocel@magnoliapublicschools.org

Accounts Payable Contact Name: Lesia Nwankwo Accounts Payable Contact Email: Inwankwo@magnoliapublicschools.org

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
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See Attached Schedule A Equipment Location (if different from Billing Address):

METER AND/OR POOL INFORMATION:

Meter/Pool Name:	Allowance:	Excess Rate:	Meter/Pool Name:	Allowance:	Excess Rate:
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Excess Image Charge Billing Frequency (Monthly if not noted): See Attached Schedule A

TERM	PAYMENT - (Monthly frequency unless otherwise noted)	PURCHASE OPTION - (FMV UNLESS OTHERWISE NOTED)
Initial Term: (IN MONTHS) 60 months	\$291.28 Monthly (plus applicable taxes)	<input checked="" type="checkbox"/> Fair Market Value Purchase Option (FMV)

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 (AND 3 IF APPLICABLE) HEREOF.

DocuSigned by: *Alfredo Rubalcava*
Authorized Signer X: CBE3C59FAB95425... Federal Tax ID: (Required) N/A

Print Name: Alfredo Rubalcava Title: CEO and Superintendent Date: 6/19/2024 | 8:20 PM EDT

OWNER ACCEPTANCE

Accepted By: Xerox Financial Services LLC Name and Title: Date:

TERMS & CONDITIONS

1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Party" means You or XFS, and "Parties" means both You and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date You irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment Schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by You, Supplier and XFS), Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on Your first invoice, which You agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to you.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You hereunder and You agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. **If any Payment is not paid in full within 5 days of its due date, You will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and You will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; provided, however, that Your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due hereunder, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location(s) specified herein, and You agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations hereunder. Equipment may not be moved to another physical location or removed from service without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during Your normal business hours upon reasonable notice. You represent You have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, You grant XFS a first priority security interest in the Equipment as defined on the first page hereof in order to secure Your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole Owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a refiling or amendment to XFS's financing statement against You becomes necessary.

8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION. XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.**

9. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations hereunder.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You provide proof of Your tax exempt status no later than thirty (30) days following the commencement of this Agreement. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed on XFS as the Owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Term. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all such personal property taxes. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide Us proof thereof upon Our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. Equipment Warranty Information and Disclaimers. XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that You will contact manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. Provided You are not in default hereunder, XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. Default and Remedies. You will be in default hereunder if We do not receive Payment within 10 days after its due date, or You breach any other material obligation hereunder or any other agreement with Us. If You default, and such default continues for 10 days after We provide notice to You, We may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following: as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) pay all remaining Payments in the Term, discounted to date of default at the Discount Rate; (iii) the Equipment's booked residual; or if not purchased, require You to return the Equipment as provided herein and (iv) Taxes. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You agree (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with Us named as loss payee; (b) You also agree to obtain a general public liability insurance policy from anyone who is acceptable to Us and to include Us as an additional insured on the policy; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement (or at commencement if We so elect), and thereafter upon Our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to Us and/or You fail to provide proof of such insurance to Us within thirty (30) days of the commencement of the Agreement (or at commencement if We so elect), We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests. If We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected. If We secure insurance on the Equipment, You will pay Us for the insurance premiums and related charges and You acknowledge the premiums may be higher than the premiums that You would pay if You placed the insurance independently and may result in a profit to Us. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Any insurance proceeds received will be applied at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at the Discount Rate, provided We elect to apply this option. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.

16. Authorization of Signer and Credit Review. You represent that You may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on Your behalf has all necessary authority to do so, and that all financial information You provide accurately represents Your financial condition. You agree to furnish financial information that XFS may request now, including Your Federal Tax ID, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder.

17. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to You will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address You provide to Us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this

Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed hereunder or refunded to You.

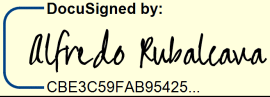
This Equipment Schedule "A" is attached to and becomes a part of the Agreement Number listed below, between Xerox Financial Services LLC and the undersigned Customer.

Agreement Number:

EQUIPMENT			
Quantity	Model and Description	Location	Meter Pools
1	PrimeLink C9070 with Business Ready Finisher with 2/3 hole punch, 3K stack, 50 sht staple, DMP Xerox Integrated Controller (DMPCTRL), Postscript for DMP Controller (PS4DMPSVR)	MAGNOLIA SCIENCE ACADEMY - 3 1254 E HELMICK ST. CARSON, CA 90746	B&W: Pool #1 Color: Pool #1
METER POOL INFORMATION			
Name	Allowance	Excess Rate	Excess Frequency
B&W: Pool #1	0	\$0.00590	Quarterly
Color: Pool #1	0	\$0.04000	Quarterly

OTHER		
Quantity	Model and Description	Equipment Location

This Schedule "A" is hereby verified as correct by the undersigned Customer

Customer: MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	
Authorized Signature X:  <small>DocuSigned by: CBE3C59FAB95425...</small>	Date: 6/19/2024 8:20 PM EDT
Name: Alfredo Rubalcava	Title: CEO and Superintendent

Customer name: Magnolia Public Schools

Primary contact name:
Katie Mann

Primary contact email:
kmann@magnoliapublicschools.org

NoRedInk Remittance Address for Checks:
NoRedink Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
18238 Sherman Way
Reseda, California 91335
United States

Will a PO be required? (If Yes, please provide form)

Billing email:

Billing contact name:

Service start date:
08-01-2024

Service end date:
07-31-2025

Payment terms:
Upfront

Billing terms:
Net 30

SUMMARY							
PRODUCT	SCHOOL	DESCRIPTION	UNIT PRICE	DISCOUNT	SALES PRICE	QTY	TOTAL PRICE
NRI Premium	Magnolia Science Academy 1 Reseda	MSA1 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	714	\$7,282.80
NRI Premium	Magnolia Science Academy 2 Valley	MSA2 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	532	\$5,426.40
NRI Premium	Magnolia Science Academy 3 Carson	MSA3 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	389	\$3,967.80
NRI Premium	Magnolia Science Academy 4 Venice	MSA4 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	124	\$1,264.80
NRI Premium	Magnolia Science Academy 6 Palms	MSA6 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	111	\$1,132.20
NRI Premium	Magnolia Science Academy 7 Northridge	MSA7 (elementary) NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	157	\$1,601.40
NRI Premium	Magnolia Science Academy 8 Bell	MSA8 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	404	\$4,120.80
NRI Premium	Magnolia Science Academy - Santa Ana	MSA Santa Ana TK-12th NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	300	\$3,060.00
Live Virtual Training	Magnolia Public Schools	9 PD training sessions & 7 hours of curriculum aligned content guides.	\$550.00		\$550.00	16	\$8,800.00
Discount	Magnolia Public Schools	Approved PD Discount	(\$300.00)		(\$300.00)	1	(\$300.00)
TOTAL:							\$36,356.20

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: shaheen@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services](#)

[Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Magnolia Public Schools Signature
<p>Signature:</p> <p>Name:</p> <p>Title: Head of Customer Success</p> <p>Date:</p>	<p>Signature: <i>Alfredo Rubalcava</i></p> <p>Name: Alfredo Rubalcava</p> <p>Title: CEO & Superintendent</p> <p>Email: arubalcava@magnoliapublicschools.org</p> <p>Date: 5/31/2024</p>



Renewal for
Magnolia Public Schools



Q-14370

Expires on:
8/1/2024

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

This Order Form (this "Agreement") is entered into as of

5/16/2024

(the "Effective Date"), by and between Magnolia Public Schools("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 7/1/2024 until 6/30/2025.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Term 1

PRODUCT NAME	DESCRIPTION	QTY	PRODUCT START DATE	PRODUCT END DATE	EXTENDED
Interest Tracker	This feature allows you to capture interest in specific programs, schools, or the district by current or prospective families	3,810	7/1/2024	6/30/2025	\$2,800.35
SM Charter - Application	A multi-step application web-based portal for parents to submit multiple school applications	3,810	7/1/2024	6/30/2025	\$12,001.50
SM Charter - Lottery	A system that runs all eligible applicants through a customized algorithm to blindly select students based on selection criteria and available seats the program/school	3,810	7/1/2024	6/30/2025	\$6,400.80
SM Events & Appointments	An online scheduling and tracking tool for programs that require testing, interviews, evaluations, auditions and more	3,810	7/1/2024	6/30/2025	\$2,800.35
SM Re-Enrollment	Re-enrollment component for current students already enrolled within the district	3,810	7/1/2024	6/30/2025	\$7,600.95

PRODUCT NAME	DESCRIPTION	QTY	PRODUCT START DATE	PRODUCT END DATE	EXTENDED
SM Registration	An online enrollment process for new students to the district	3,810	7/1/2024	6/30/2025	\$4,800.60
Term 1 TOTAL:					\$36,404.55

Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Payment Terms

Payments can be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Terms: Net 30 days unless otherwise set forth in the Terms of Service.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, SchoolMint's Terms of Service, any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.

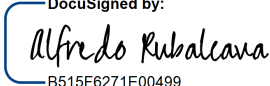
By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's

Terms of Service v1.24
(<https://schoolmint.com/terms-of-service/>)

and
Data Privacy Agreement

(<https://schoolmint.com/student-data-privacy-agreement/>).

Magnolia Public Schools

By: 
B515F6271E00499...

Name:
Alfredo Rubalcava

Title:
CEO and Superintendent

Date:
5/16/2024

SchoolMint Inc.

By: 
01D7368DD948499...

Name:
Elva Resillez

Title:
Sr. Director of Revenue Operations

Date:
5/16/2024

Client Information Sheet

Main Contact

Name Dr. Brenda Olivares

Phone N/A

Email Address BD0livares@magnoliapublicschools.org

Address 250 E 1st Street, Suite 1500, Los Angeles, CA 90012

Title Chief External Officer

Secondary Contact

Name Jennifer Hook

Phone _____

Email Address Jwade@magnoliapublicschools.org

Title Accountability Operations Manager

Technical Contact

Name Ishmail Ozkay

Phone N/A

Email Address iozkay@magnoliapublicschools.org

Title Director of Data Systems & Analytics

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: Magnolia Public Schools

Attention to & Address Invoice Should be Sent to: Lesia Nwankwo & 250 E 1st Street, Suite 1500, Los Angeles, CA 90012

Phone N/A

Email Address lnwankwo@magnoliapublicschools.org

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to orders@schoolmint.com along with this order form to avoid delays.

PO required?

Yes

Certificate Of Completion

Envelope Id: EC3D2A9024104EA093CF2DDAA05455AE	Status: Completed
Subject: SchoolMint document ready for your signature! 42147-Magnolia Public Schools	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kenshasha Edwards
Time Zone: (UTC-06:00) Central Time (US & Canada)	319 Monroe St
	Lafayette,, LA 70501
	kenshasha.edwards@schoolmint.net
	IP Address: 34.218.219.0

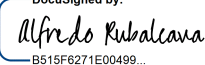
Record Tracking

Status: Original	Holder: Kenshasha Edwards	Location: DocuSign
4/15/2024 4:25:17 PM	kenshasha.edwards@schoolmint.net	

Signer Events

Alfredo Rubalcava
 arubalcava@magnoliapublicschools.org
 CEO and Superintendent
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B515F6271E00499...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.117.25.127
 Signed using mobile

Timestamp

Sent: 4/15/2024 4:26:13 PM
 Resent: 5/9/2024 9:00:29 AM
 Viewed: 5/9/2024 10:22:46 AM
 Signed: 5/16/2024 12:56:09 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/6/2024 6:51:04 AM
 ID: cf04b1e7-c3d7-43d8-9195-2115c5ad27bf

Elva Resillez
 elva.resillez@schoolmint.net
 Sr. Director of Revenue Operations
 SchoolMint, Inc.
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 01D7368DD948499...
 Signature Adoption: Pre-selected Style
 Using IP Address: 104.28.240.216

Sent: 5/16/2024 12:56:10 AM
 Viewed: 5/16/2024 8:30:48 AM
 Signed: 5/16/2024 8:32:55 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kenshasha Edwards
 kenshasha.edwards@schoolmint.net
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/9/2024 9:00:28 AM
 Viewed: 5/9/2024 9:26:26 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/3/2024 12:15:23 PM
 ID: 90975c0a-21ca-45b7-ab0b-6b90f23274cc

Carbon Copy Events	Status	Timestamp
RevOps Orders Team orders@schoolmint.net Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/16/2024 8:32:56 AM
Electronic Record and Signature Disclosure: Accepted: 5/13/2024 1:14:26 PM ID: 245f422e-015e-4885-9e67-d981e0328e27		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2024 4:26:13 PM
Envelope Updated	Security Checked	5/9/2024 9:00:27 AM
Envelope Updated	Security Checked	5/9/2024 9:00:27 AM
Envelope Updated	Security Checked	5/9/2024 9:00:27 AM
Envelope Updated	Security Checked	5/9/2024 9:00:27 AM
Envelope Updated	Security Checked	5/9/2024 9:00:27 AM
Envelope Updated	Security Checked	5/13/2024 4:44:10 PM
Envelope Updated	Security Checked	5/16/2024 12:56:09 AM
Certified Delivered	Security Checked	5/16/2024 8:30:48 AM
Signing Complete	Security Checked	5/16/2024 8:32:55 AM
Completed	Security Checked	5/16/2024 8:32:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SchoolMint- Sales Team (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SchoolMint- Sales Team:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: matthew.motley@schoolmint.net

To advise SchoolMint- Sales Team of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at matthew.motley@schoolmint.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SchoolMint- Sales Team

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to matthew.motley@schoolmint.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SchoolMint- Sales Team

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to matthew.motley@schoolmint.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SchoolMint- Sales Team as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SchoolMint- Sales Team during the course of your relationship with SchoolMint- Sales Team.



Mobile Modular Portable Storage
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: 951-360-6600
 Fax: 951-360-5132
 www.mobilemodularcontainers.com

Container Lease Quotation

Quotation Number: 482108
 Customer PO/Ref:
 Date of Quote: 07/29/2022
Term: 24 Months

Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
Magnolia Public Schools 250 East 1st Street Suite 1500 Los Angeles, CA 90012 SuatAcar sacar@magnoliapublicschools.org	Magnolia Public Schools " 18220 Sherman Way Los Angeles, CA 91335	Questions? Contact: Ho, Danh Ngoc Danh.Ho@mobilemodularcontainers.com Direct Phone: 951-360-5112

Product Information	Qty	Purchase Price	Extended Purchase Price	Taxable
8x40 Storage-Rent	1	\$126.00	\$126.00	Y
			Sub Total	\$ 126.00
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
8x40 Storage-Rent				
Delivery Haulage	1	\$185.00	\$185.00	N
Return Haulage	1	\$185.00	\$185.00	N
			Sub Total	\$ 370.00
Total Estimated Charges				
			Subtotal of Monthly Rent	\$126.00
			Personal Property Expense	\$4.40
			Taxes on Monthly Charges	\$12.39
			Total Monthly Charges (including tax)	\$142.79
			Total One Time Charges (including tax)	\$370.00
			Total Initial Invoice	\$512.79

Container Lease Quotation

Quotation Number: 482108

Customer PO/Ref:

Date of Quote: 07/29/2022

Term: 24 Months



Special Terms and Important Contractual Information

- Quote is valid for 30 days.
- The parties hereto. MOBILE MODULAR PORTABLE STORAGE, a division of McGrath RentCorp, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**"), as described above in the section titled "Customer Information" hereby agree to this Container Lease Agreement and the terms and conditions set forth below in the Lease Terms and Conditions. **THIS AGREEMENT IS FOR THE LEASE OF CONTAINERS ONLY.** Lessee shall not acquire ownership interest in the Containers. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.
- A minimum cleaning charge of \$50 for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition of the returned unit.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, and difficult site. Increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- In the event the driver arrives at Customer's site as agreed. But is unable to deliver the container for any reason, customer will be charged a "dry run" fee equal to the delivery charge.
- If the driver encounters any kind of delay which results in more than 30 minutes total delivery time, customer will be charged at a rate of \$75 per hour in thirty minute increments.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms and conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days. Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.
- **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 10 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at <https://www.mobilemodularcontainers.com/Contents/PDF/CONTAINER%20LEASE%20TERMS%20AND%20CONDITIONS-FINALrev111816.pdf>
- A minimum cleaning charge per floor will apply for modular buildings.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Security deposit and payment in advance may be required.
- Lessee gives permission to receive non-marketing automated text messages regarding the account. Permission is not a condition of the transaction and can be withdrawn at any time.

Thank you for contacting Mobile Modular Portable Storage.

Mobile Modular Portable Storage is a division of McGrath RentCorp.

482108, 07-29-2022 12:05 PM prod

www.mobilemodularcontainers.com

Page 2 of 3

Container Lease Quotation

Quotation Number: 482108

Customer PO/Ref:

Date of Quote: 07/29/2022

Term: 24 Months



Mobile Modular Portable Storage Easy Lease. Sign Me Up!

Getting your container on its way has never been easier... and faster. With Mobile Modular Portable Storage Easy Lease you can convert your Lease Quotation directly into a Lease Agreement by signing below. **It's as easy as 1, 2, 3.** Once we receive your signed Easy Lease option, we'll finalize your container details and get your project on its way.

1. Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Portable Storage, a California corporation, herein known as lessor (the "Lessor") credit approval of Customer, herein known as lessee (the "Lessee"). Lessor does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Lessor's Lease or Sale Agreement. Such lease or sale, and customer's agreement thereto, is subject to Lessor's standard terms and conditions located in the Contact section of the Lessor's web site at (www.mobilemodular.com/contact-us) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Lessor. If customer has previously executed a master agreement with Lessor, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Lessee shall be effective against Lessor, whether made hereon, contained in any printed form of Lease or elsewhere, unless accepted in writing by Lessor. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Lessor's Lease or Sale Agreement shall carry no force or effect except as an instrument of billing.

Lessor:

Mobile Modular Portable Storage

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Magnolia Public Schools

Signature: Suat Acar

Print Name: SUAT ACAR

Title: CHIEF OPERATIONS OFFICER

Date: 7/31/2022

2. Request your delivery date.

Requested delivery date: 8/2/2022

Please note: We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and availability of hauling resources. The delivery date will be confirmed by a Mobile Modular representative.

3. Tell us how you would like to pay.

Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)

Credit card payment (a representative will contact you to obtain the credit card information for billing)

Thank you for contacting Mobile Modular Portable Storage.

Mobile Modular Portable Storage is a division of McGrath RentCorp.

482108, 07-29-2022 12:05 PM prod

www.mobilemodularcontainers.com

Page 3 of 3



a Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

Lease Quotation and Agreement

Quote # Q-399076
 Date of Quote
 Quote Expiration Date:
 Lease Term: 12 Months
 Estimate Del Date: 10/04/2023
 Lessee PO#:

Lessee Name and Billing Address	Site Information	Lessor Name
Magnolia Public Schools ("Lessee") 250 East 1st Street, Suite 1500 Los Angeles, CA 90012 Brad Plonka Phone #: 1 (818) 609-0507	Brad Plonka 18220 Sherman Way Los Angeles, CA 91335 Cell: 1 (818) 609-0507	Mobile Modular Portable Storage ("Lessor") Questions? Contact: Danh Ho danh.ho@mobilemodularcontainers.com Direct Phone: (951) 360-5112

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
8x40 Storage (Storage Only)	1	\$126.00	\$126.00	Y
Equipment and Accessories Monthly Subtotal:				\$126.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
8x40 Storage (Storage Only)				
Delivery	1	\$215.00	\$215.00	N
Return	1	\$215.00	\$215.00	N
Charges Upon Delivery Subtotal:				\$430.00

Total Estimated Charges	
Subtotal of Monthly Rent	\$126.00
Personal Property Expense	\$4.50
Taxes on Monthly Charges	\$12.40
<u>Total Charges per Month (including tax)</u>	<u>\$142.90</u>
Charges Upon Delivery (including tax)	\$430.00
Estimated Charges Upon Return (including tax)	\$0.00
Estimated Initial Invoice	\$572.90

Special Notes

Estimated Equipment Value		
The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.		
Equipment Description	Qty	Estimated Equipment Value (each)
8x40 Storage	1	\$5,667.00



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-399076
Date of Quote	
Quote Expiration Date:	
Lease Term:	12 Months
Estimate Del Date:	10/04/2023
Lessee PO#:	

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions for Storage Containers** attached hereto; and
2. **Supplemental Lease Terms and Conditions for Storage Containers** located at <https://www.mobilemodularcontainers.com/contact-us>, as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute and commit to this Agreement on behalf of the parties hereto.

LESSOR:

Mobile Modular Portable Storage
a division of McGrath RentCorp

LESSEE:

Magnolia Public Schools

DocuSigned by:

6A7011CE128C46D...

Signature: _____

DocuSigned by:

1C8CDB87FFA040E...

Signature: _____

Name: Danh Ho

Name: Brad Plonka

Title: Sales

Title: Principal

Date: 9/26/2023

Date: 9/26/2023



a Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-399076
Date of Quote	
Quote Expiration Date:	
Lease Term:	12 Months
Estimate Del Date:	10/04/2023
Lessee PO#:	

LEASE TERMS AND CONDITIONS FOR STORAGE CONTAINERS

1. **LEASE TERM.** The lease of the Equipment shall commence on the date of Equipment delivery and shall continue thereafter for the Lease Term. Lessee is responsible for paying the monthly charges as specified in this Agreement (as may be adjusted pursuant to Section 2) for each month during the Lease Term. Lessee may be subject to a cancellation fee if this Agreement terminates prior to the expiration of the Lease Term. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. Regardless of the stated Lease Term, Lessee must provide a minimum of 10 business days' prior notice for return delivery of Equipment. Failure to do so will result in extension of the Lease Term in accordance with the terms of Section 2.

2. **HOLDING OVER; LEASE EXTENSION.** If Lessee (a) fails to timely notify Lessor of the intended return of Equipment, (b) fails to prepare the Equipment for removal as required or (c) fails to pay the charges upon return as required, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term and other charges related to the return of the Equipment.

3. **LESSEE AGREEMENTS.** Lessee agrees that Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (a) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (b) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. The Lessee is responsible for the cost of all repairs excluding normal wear and tear. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

4. PAYMENTS

(a) **DATE OF PAYMENT:** The monthly Equipment charges (including rent) will be due on a monthly basis. Such charges will be paid in advance to the month to which such charges relate. Any one-time charges reflected on the cover page of this Agreement (such as delivery and return haulage fees) will be due on the Date of Agreement.

(b) **LOCATION; NO SET OFF:** Lessee agrees to pay to Lessor (at the following address: Mobile Modular Portable Storage, P.O. Box 45043, San Francisco, CA 94145-5043, or to such other person or at such other place as Lessor may from time to time designate to Lessee in its invoice or other writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

(c) **PRORATION:** Monthly Equipment charges (including rent) will be prorated in one-half (1/2) month increments. Thus, Lessee will be responsible for the full month's Equipment charges for any Equipment leased beyond the 14th day of a billing cycle. Under no circumstances will any Lease Term be for less than one (1) month.

5. PRICE ADJUSTMENTS; CLEANING.

(a) The Equipment pricing is subject to adjustment by Lessor in its sole and absolute discretion: (i) if Lessee fails to sign and return this Agreement to Lessor within thirty (30) days after the Date of Agreement set forth on the cover page of this Agreement, or (ii) for unknown or unanticipated conditions. Examples of unknown or unanticipated conditions include, without limitation, driver waiting time, pilot car requirements, special transport permits, difficult site conditions, and increase in fuel prices. Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted herein, prices do not include permits, temporary power, engineering, taxes or utility hookups. If the Lessor's driver arrives at Lessee's site but is unable to deliver the Equipment for any reason, Lessee will be assessed a "dry run" fee equal to the delivery charge. If the Lessor's driver encounters any kind of delay which results in more than 30 minutes total delivery time, Lessee will be assessed a charge of \$75 per hour in thirty-minute increments. Unless otherwise noted herein, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

(b) Lessee agrees to return each piece of Equipment in a clean condition equal to the condition it was when originally shipped. Lessor reserves the right to charge a minimum cleaning fee of \$100 per each piece of Equipment that is not returned in such condition.

6. **TAXES:** Lessee agrees be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

7. **LOSS OR DAMAGE:** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 9(c), should any Equipment damaged be capable of repair, this Agreement shall not terminate, but Lessor, at its discretion, may cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of such Equipment. The foregoing shall not relieve the Lessee of any obligation to continue to pay monthly Equipment charges (including rent).

8. **INSURANCE:** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions),



a Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-399076
Date of Quote	
Quote Expiration Date:	
Lease Term:	12 Months
Estimate Del Date:	10/04/2023
Lessee PO#:	

(a) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds; and (b) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment. Any failure by Lessor to obtain or receive certificates of insurance or any endorsements prior to leasing or delivering the Equipment to Lessee will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein.

9. "AS-IS" CONDITION; WAIVER AND INDEMNIFICATION.

(a) THE EQUIPMENT IS LEASED TO LESSEE "AS IS". LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT, ANY WARRANTY THAT THE EQUIPMENT IS WATER TIGHT OR AS TO TITLE OR OTHERWISE.

(b) LESSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND LESSEE DOES HEREBY WAIVE, RELEASE AND DISCHARGE LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS AND EMPLOYEES FROM ANY AND ALL LOSSES, LIABILITIES, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), CLAIMS, ACTIONS, DEMANDS, FINES, FORFEITURES, SEIZURES AND PENALTIES, WHETHER KNOWN OR UNKNOWN OR CONTINGENT OR ABSOLUTE (COLLECTIVELY, "CLAIMS") FOR (I) LOSS OR DAMAGE OF ANY KIND WHATSOEVER TO ANY PERSONAL PROPERTY OR OTHER ITEMS STORED IN OR ABOUT THE EQUIPMENT, OR (II) ANY INJURIES TO LESSEE, LESSEE'S AGENT AND THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, OR PROFIT, BY LESSEE OR FOR ANY COLLATERAL DAMAGES), WHETHER OR NOT CAUSED BY LESSOR'S NEGLIGENCE OR DELAY, RESULTING FROM THIS AGREEMENT OR THE MANUFACTURE, DELIVERY, INSTALLATION, REMOVAL OR USE OF THE EQUIPMENT, OR IN CONNECTION WITH THE SERVICES RENDERED BY LESSOR HEREUNDER, EVEN IF THE LESSOR OR LESSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, LESSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, SHALL NOT EXCEED THE LEASE PAYMENTS ACTUALLY AND TIMELY PAID BY LESSEE UNDER THIS AGREEMENT FOR THE EQUIPMENT GIVING RISE TO THE CLAIM. ANY ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER BASED IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF DELIVERY OF EQUIPMENT, BUT NOT LATER THAN DURING THE TERM OF THIS AGREEMENT.

(c) LESSEE AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO LESSOR) AND HOLD HARMLESS LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (DIRECTLY OR INDIRECTLY): (I) THE INSTALLATION, MAINTENANCE, POSSESSION OR USE OF THE EQUIPMENT BY LESSEE, ITS EMPLOYEES, AGENTS OR ANY PERSON INVITED, SUFFERED OR PERMITTED BY LESSEE TO USE OR BE IN, ON OR ABOUT THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATED TO THE DEATH OR INJURY TO PERSONS OR DAMAGE TO PROPERTY RESULTING FROM THE EQUIPMENT OR USE THEREOF, REGARDLESS OF WHETHER ANY SUCH CLAIMS RESULTED, DIRECTLY OR INDIRECTLY, FROM ANY NON-PERFORMANCE OR MALPERFORMANCE OF THE EQUIPMENT, OR TO THE EXTENT ARISING FROM LESSOR'S NEGLIGENCE, (II) LESSEE'S BREACH OR FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT (AND ANY ASSOCIATED COSTS OR EXPENSES OF ENFORCEMENT INCURRED BY LESSOR), (III) ANY ACTS OR OMISSIONS OF LESSEE OR ANY LESSEE EMPLOYEE, AGENT, OWNER OR REPRESENTATIVE, OR (IV) ANY THEFT OR DESTRUCTION OF, OR DAMAGE TO, THE EQUIPMENT. THIS INDEMNITY INCLUDES ALL COSTS AND EXPENSES INCURRED BY LESSOR IN INVESTIGATING OR DEFENDING ANY CLAIM, SUIT, LIABILITY, COST OR EXPENSE, INCLUDING ALL LEGAL COSTS AND ATTORNEYS' FEES. IF THE FOREGOING OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LESSEE SHALL MAKE ALL PAYMENTS DUE UNDER THIS SECTION UPON DEMAND BY LESSOR.

10. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making required payment(s) hereunder and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee; (3) default by Lessee in the performance of any obligation, covenant or liability contained in this Agreement or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.



a Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-399076
Date of Quote	
Quote Expiration Date:	
Lease Term:	12 Months
Estimate Del Date:	10/04/2023
Lessee PO#:	

(b) Upon Lessee's default, Lessor has the right to (1) accelerate all payments due hereunder; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of or disable the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove or disable the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; and/or (5) take such action that is permitted under law. Lessee waives any and all rights or claims of sovereign immunity and any property remaining in such Equipment upon its return will be deemed abandoned by Lessee.

11. SUBJECT TO AVAILABILITY: The obligation of Lessor to provide a particular item of Equipment is subject to availability. Additionally, and without limitation to the previous sentence, Lessor reserves the right, in its sole and absolute discretion, to provide substitute Equipment to Lessee that Lessor determines to be equal or better to that which is specified in the cover page to this Agreement.

12. CREDIT CARD AUTHORIZATION: Lessee hereby gives authorization to Lessor to charge against the credit card provided all charges contemplated herein including rent and applicable taxes, shipping and handling charges. Charges may be recurring, and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

13. COMPLIANCE WITH LAW: Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

14. HAZARDOUS MATERIALS: Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

15. GOVERNING LAW: Lessee and Lessor agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the state where the Equipment is originally delivered, without regard to its conflicts of laws' provisions.

16. CONSENT TO SMS, TEXT MESSAGES, AND EMAILS.

Lessor uses OptimoRoute and other software and services to provide updates on Lessee's order and delivery status via SMS, text message or email. By providing cell phone numbers to Lessee's representatives or otherwise to Lessor and its affiliates in the normal operation of Lessee's business, Lessee consents to providing delivery updates and account information via text message and warrants that Lessee has the authority to permit calls and texts to be directed to each number. Each text or SMS communication will contain opt out instructions and any recipient may reply as instructed in the text or communication to stop all further text or SMS communications.

Use of this service is not required, but Lessor believes it will allow Lessor to provide Lessee a more worry-free experience as Lessee orders and anticipates delivery of Lessee item(s). Lessor does not send marketing materials via this service and will not offer to sell users anything but rather use this service to manage deliveries and provide updates on order and delivery status to customers who have opted into this service.

Lessor uses the information collected from Lessee for the purposes set forth herein and those purposes alone. All text or SMS messaging fees charged by the user's cell phone carrier, if any, are the responsibility of those who opt into this service. Lessor's privacy policy is available at <https://www.mobilemodularcontainers.com/about-us/privacy-policy>.

17. DEFINED TERMS. Capitalized terms used in this Exhibit A but not otherwise defined herein shall have the meaning ascribed to such terms as set forth elsewhere in this Agreement.

Lease Terms and Conditions for Storage Containers, Rev. 9.2.22



Magnolia Public Schools

ORDER FORM #ABRE000811
ORDER FORM EXPIRATION: 6/30/24

PO Box 30229
Cincinnati, OH, 45230
Phone: 513-713-1609
Email: accounting@abre.io
www.abre.com

Customer Contact:
Alfredo Rubalcava

arubalcava@magnoliapublicschools.org

Order Information

Customer: Magnolia Public Schools 250 1st Street, Suite 1500 Los Angeles, CA 90012	Total Contract: \$48,039.25 Service Start: 07 / 01 / 2024 Service End: 06 / 30 / 2025 Subscription Months: 12
Abre Representative: Corey Bess Director of Sales (760) 815-6016 cbess@abre.com	Invoice Date Invoice Amount 07 / 01 / 2024 \$48,039.25

Contract Pricing

Platform Subscription Total \$36,964.25
Implementation & Services Total \$11,075.00
Total Contract \$48,039.25

Product Details

	Quantity	Grade Levels	Start Date	End Date
Abre Modern Data Platform Subscription				
Abre App - Forms Build and manage forms for staff, students & family	3,715	K-12	7/1/2024	6/30/2025
Abre App - Hub Homepage to tie Abre together, view important information, access apps and third party resources.	3,715	K-12	7/1/2024	6/30/2025

	Quantity	Grade Levels	Start Date	End Date
Abre App - Partners Connecting stakeholders and tracking impact of community organizations and the services they provide	3,715	K-12	7/1/2024	6/30/2025
Abre App - People Manage all users and community	3,715	K-12	7/1/2024	6/30/2025
Abre App - Plans Create, plan and track student & staff plans	3,715	K-12	7/1/2024	6/30/2025
Abre App - Students 360 degree view of a student's information	3,715	K-12	7/1/2024	6/30/2025
Abre DaaS - Premium 400+ pre-built dashboards, where applicable Up to 6 NEW integrations per SY Up to 10 NEW customized dashboards per SY Unlimited historic data storage	3,715	K-12	7/1/2024	6/30/2025
Implementation & Services				
Abre Implementation - Premium 15 hours - Project Management: project management, implementation plans, configure & testing, auths, rostering integration 15 Hours - Strategic Consulting: intervention, frameworks, data aggregation & intelligence	1	K-12	7/1/2024	6/30/2025
Abre Services - 3 X 60 Minute Webinars	1	K-12	7/1/2024	6/30/2025
Abre Services - Onsite Training (Full Day)	1	K-12	7/1/2024	6/30/2025

Thank you for your order!

Payment & Processing:

Payment terms are Net 30 unless otherwise agreed to. Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to accounting@abre.com. Please submit your purchase order to accounting@abre.com. The Billing Contact (above) will receive an electronic invoice with payment instructions (ACH/Wire, Credit Card, Check). Charges and fees may apply for ACH, wire or credit card options.

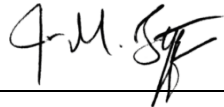
By signing below the parties are accepting the [Terms and Conditions \(Linked\)](#).

Effective Date of Agreement is the date of the last signature affixed below.

Abre.io, Inc.

Magnolia Public Schools

Signature:



Signature:



Name: James Stoffer

Name: Alfredo Rubalcava

Title: CEO

Title: CEO and Superintendent

Date: 05 / 16 / 2024

Date: 05 / 16 / 2024

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Abre.io Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 30229

6 City, state, and ZIP code
Cincinnati OH 45230

7 List account number(s) here (optional)

Requester's name and address (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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	2	-	3	4	4	6	7	4	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 *Kim Welmeier* DocuSigned by: **1/12/2024**
Date ▶

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Signature Certificate

Reference number: 7HTQW-PFNN9-ZJKWB-L8YKB

Signer

Timestamp

Signature

Alfredo Rubalcava

Email: arubalcava@magnoliapublicschools.org

Sent:

16 May 2024 23:04:21 UTC

Viewed:

16 May 2024 23:05:49 UTC

Signed:

17 May 2024 00:02:14 UTC



Recipient Verification:

✓ Email verified

17 May 2024 00:01:29 UTC

IP address: 172.117.25.127

Location: Fullerton, United States

Document completed by all parties on:

17 May 2024 00:02:14 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





June 3, 2024

Hello,

As we reach the conclusion of another academic year, we wish to express our heartfelt gratitude for your tireless dedication and unwavering commitment to education. Whether you're in the classroom shaping young minds or behind the scenes ensuring the smooth operation of your school, your contributions are invaluable and deeply appreciated.

If you would like more information on the solutions listed below or any of our services for the 24-25 school year, please contact our Account Management Team at AMT@crosscountry.com. Our Account Management Team is always here to support with any questions you have.

CCE Solutions for 24-25

- **Day to Day and Long Term Coverage:**

Access a pool of qualified educators using our 24/7 online system or call our team of subject matter experts for personalized support.

- **Professional Development:**

We firmly believe in guiding educators and providers throughout their careers by offering tailored coaching, training, collaborative opportunities, and ongoing development.

- **Absenteeism Case Managers:**

CCE has partnered with schools, offering dedicated case managers. Working closely with school administration and counseling staff, these professionals implement effective attendance intervention strategies for students and families, aiming to significantly improve attendance rates for those who are chronically absent.

Please find our 24-25 Special Education and Substitute rates below. This year, please provide a signature to acknowledge your receipt. If you would prefer to have the attestation sent to you for electronic signature, please respond to this email with the name and email address of the signatory.

We truly value your partnership and look forward to continuing to collaborate with you and your staff in serving students. Here's to a summer filled with sunshine, laughter, and rejuvenation. May you return refreshed and energized for the coming school year.

Cross Country Education



**EXHIBIT A
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION
RATES AND TERMS**

A. PLACEMENT FEES 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: 08/04/2024

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
CF	\$97.85	
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
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
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
Program Administrator	\$162.74	4 hours weekly
Resource Teacher (RST)	\$88.58	8 hours daily
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.** 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. 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.
- E. CONFIRMED ASSIGNMENT CHANGES.** Once an Personnel is in route to the confirmed assignment, Client may not reduce the confirmed hours or materially change the type or location of the assignment confirmed. 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".
- F. 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 once the employee is in route or has arrived at the assignment. For bus rider assignments, the assignment begins at the student's residence.

- G. 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.
- H. 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.
- I. MINIMUM BILLING.** Some services have minimum billing requirements, which are listed in the rate tables.
- J. RATES.** The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

EFFECTIVE DATE: 08/04/2024
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	\$395.50 per day
Long-Term – Lesson Planning and Grading - Teacher with a 30-day Substitute Permit	\$430.50 per day
Long-Term - Lesson Planning and Grading - Credentialed Teacher (not including Special Education Credential)	\$465.50 per day
Long-Term - Lesson Planning and Grading - Special Education Credentialed Teacher	\$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	\$30.00 per hour
Paraprofessional – classroom support – high school diploma + Parapro certification	\$36.50 per hour
Office Assistant – no classroom support – high school diploma	\$36.00 per hour
Special Education Aide or Teacher Assistant – classroom support – 48 units	\$36.50 per hour
Certified Nursing Assistant (CNA) – licensed – 6 hour minimum	\$40.50 per hour
Licensed Vocational Nurse (LVN) – licensed – 6 hour minimum	\$57.50 per hour
Special Education Aide – Non-Crisis Intervention (NCI) Certified or QBS Trained –	\$38.50 per hour

classroom support – 48 units - licensed	
Behavior Intervention Aide (BII) – classroom support – 48 units	\$40.50 per hour
Behavior Intervention - NCI Certified or QBS Trained – classroom support – 48 units - licensed	\$42.50 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

NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION

Client: Magnolia Public Schools

SIGNATURE

SIGNATURE

PRINTED NAME

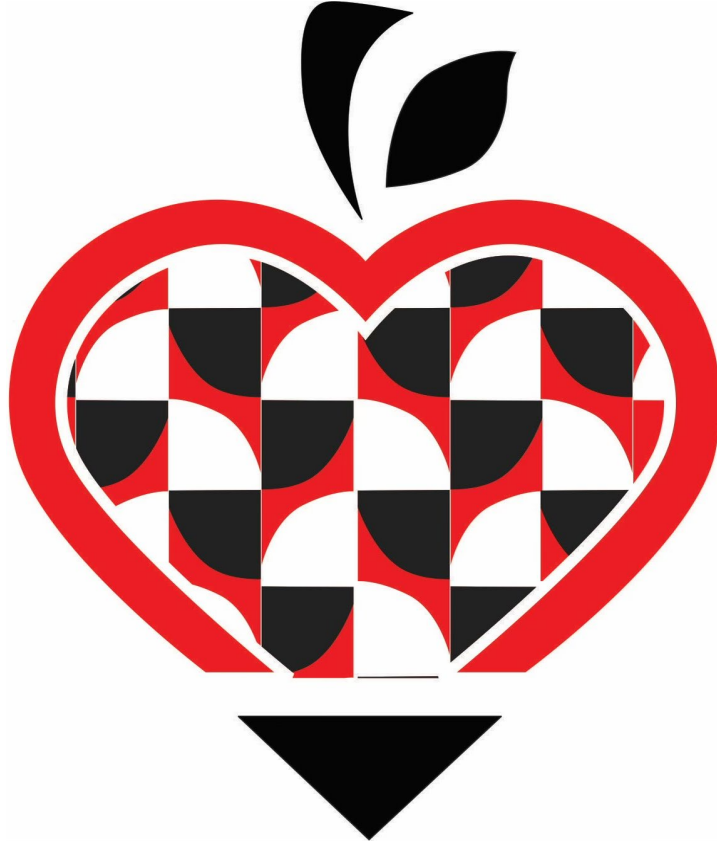
PRINTED NAME

TITLE

TITLE

DATE

DATE



FirstHand Education
Quality Educational Staffing

Client Service Agreement for Educational Staffing

Client Service Agreement for Educational Staffing

This Supplemental Staffing Agreement (the "Agreement") is made and entered into as of the later of _____, or the execution of the Agreement by both parties (the "Effective Date") by and between **FirstHand Education, LLC** with its principal office located at **3422 Business Center Dr. Ste 122, Pearland, TX 77584** ("STAFFING FIRM"), and **Magnolia Education and Research Foundation** with its principal office located at 250 East 1st St., Suite 1500, Los Angeles, CA 90012 ("CLIENT").

RECITALS:

A. STAFFING FIRM is registered to do business a temporary staffing company in the business of providing supplemental staffing to medical care providers such as CLIENT ("Services").

B. CLIENT desires STAFFING FIRM to provide, when requested and on a nonexclusive basis, supplemental health care staffing services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, STAFFING FIRM and CLIENT agree as follows:

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A.
 - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them.
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.
 - d. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT.
 - e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.
 - f. Maintain the following for each of its Assigned Employees:
 - (1) A completed application that includes education, training, skills, specialties, and preferences
 - (2) Documentation of education and training
 - (3) Skills inventories
 - (4) Two recent work references
 - (5) Negative tuberculosis and drug tests and evidence of satisfactory health status in accordance with state regulations
 - (6) Dates hired and oriented
 - (7) Job description
 - (8) Performance evaluation;
 - (9) A copy of current license, registration, or certification, as applicable
 - (10) At CLIENT'S expense, results of the following types of background/qualification checks for Assigned Employees: Live Scan, State and Federal Criminal Background Checks.

- g. Cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:
 - (1) Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law
 - (2) Commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of One Million Dollars/ Three Million Dollar Aggregate
 - (3) Professional liability insurance with limits of One Million Dollars/ Three Million Dollar Aggregate.
 - (4) On CLIENT's request, STAFFING FIRM will give CLIENT certificates of this insurance coverage or, with the insurer's concurrence, make CLIENT an additional insured for STAFFING FIRM's services.
- h. Not discriminate in the assignment of its Assigned Employees on the basis of race, religion, color, national origin, sex, age, disability, veteran status, or any other class or characteristic protected under applicable law.

CLIENT's Duties and Responsibilities

2. CLIENT will

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property.
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM.
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval.
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
- f. Agree that STAFFING FIRM's duty to fill assignments is subject to the availability of qualified Assigned Employees.
- g. Orient Assigned Employees to its facility and its rules and regulations, including but not limited to the physical layout of, and any equipment in, any unit or work area to which such Assigned Employees are assigned.
- h. Allow Assigned Employees (on their own time) to attend appropriate facility staff development programs.
- i. Promptly notify STAFFING FIRM of any problems regarding Assigned Employees. CLIENT shall notify STAFFING FIRM promptly of the initiation of any complaint, inquiry, investigation, or review with or by any licensing or regulatory authority; peer review organization; CLIENT committee; or other committee, organization, or body that reviews quality of medical care which complaint, inquiry, investigation, or review CLIENT is aware of and directly or indirectly relates or pertains to any Assigned Employee, either in any specific instance or in general.

- j. Make available to STAFFING FIRM copies of all documentation about problems or incidents in which Assigned Employees are involved.
- k. Not discriminate against any Assigned Employee on the basis of race, religion, color, national origin, sex, age, disability, veteran status, or any other class or characteristic protected under applicable law.

Payment Terms, Bill Rates, and Fees

- 3. CLIENT will pay STAFFING FIRM for its performance at the rates pursuant to Exhibit A and as negotiated from time to time. CLIENT will pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a general weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. CLIENT agrees to furnish STAFFING FIRM with documentation to support any disputed invoice amount.
- 4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
- 5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within **180** days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her next **160** consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of **1.5** times the final billing rate for that Assigned Employee, or **\$6,529**, whichever is higher.
- 6. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.
- 7. CLIENT will make every reasonable effort to request an Assigned Employee at least **12** hours prior to the Assigned Employee's reporting time. If any Assigned Employee is requested less than **4** hours prior to his or her reporting time, CLIENT will be billed and pay for the entire shift regardless of whether or not said Assigned Employee works the entire shift.

8. Late Payment Penalty

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after **30** days from the date of receipt at the compounded rate of **10 %** per annum (Annual Percentage Rate of or the maximum legal rate, whichever is higher, calculated from the date of receipt). [CLIENT agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred by STAFFING FIRM to collect amounts owed under this Agreement.]

Confidential Information

- 9. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence

and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. STAFFING FIRM shall cause Assigned Employees to follow such requirements, including but not limited to maintaining the confidentiality of records subject to FERPA, HIPPA, and any other privacy laws. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination. Assigned Employees are agents of STAFFING FIRM.

Cooperation

10. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

11. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
12. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
13. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
14. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within **4** business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
15. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

- 16. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- 17. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- 18. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- 19. This Agreement and the Exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- 20. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- 21. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 22. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- 23. Any notice or other communication will be deemed to be properly given when sent (a) via the U.S. Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement, or (b) via email to email address awatson@firsthandstaffing.com [used by the parties in the regular course of dealing hereunder].
- 24. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

- 25. This Agreement will be for a term of **1 year** from the first date on which both parties have executed it. The Agreement may be terminated by either party upon **30 days'** written notice to the other party, except that (a) if a party becomes bankrupt or insolvent, or discontinues operations, the other party may immediately terminate this Agreement upon written notice, and (b) if a party fails to make any payments as required by the Agreement, the other party may terminate the agreement upon **3 days'** written notice.

Choice of Law

- 26. This agreement will be governed by and construed in accordance with the laws of the state of California without reference to any conflicts of law principles thereof.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Magnolia Public School

 CLIENT

 Signature *Alfredo Rubalcava*

 Printed Name Alfredo Rubalcava

 Title CEO & Superintendent

 Date 5/3/2024

FirstHand Education, LLC

 STAFFING FIRM

 Signature *Alake Jones*

 Alake Jones

 Title

 Date

Exhibit A Rate Schedule

Job Title or Description	Shift	Location	Hourly Bill Rate
Substitute Teacher	ALL	Los Angeles and Surrounding Areas	55.54
Instructional Asst.	ALL	Los Angeles and Surrounding Areas	41.62
Certified School Registered Nurse	ALL	Los Angeles and Surrounding Areas	133.19
Licensed Vocational Nurse	ALL	Los Angeles and Surrounding Areas	63.29
Certified Nurse Assistant	ALL	Los Angeles and Surrounding Areas	41.27
Office Admin/Clerical	ALL	Los Angeles and Surrounding Areas	49.52
Campus Aide	ALL	Los Angeles and Surrounding Areas	39.40
Long Term Substitute Bonus Pay	ALL	Los Angeles and Surrounding Areas	38.00/Day

 CLIENT

 Signature

 Printed Name

 Title

 Date

FirstHand Education, LLC
 STAFFING FIRM

 Signature *Alake Watson Jones*

 Alake Watson

 CEO

 Date

Exhibit B Benefits Waiver for Assigned Employees

Agreement and Waiver

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE	FirstHand Education, LLC
Signature	WITNESS
Printed Name	Signature <i>Alake Watson-Jones</i>
Date	Alake Watson
	Date

Exhibit C Confidentiality Agreement for Assigned Employees

Assigned Employee Confidentiality Agreement

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

_____	FirstHand Education, LLC
EMPLOYEE	WITNESS
Signature	Signature <i>Alake Watson-Jones</i>
Printed Name	Alake Watson
Date	Date



Industry Specific Solutions
Together Exceeding Expectations

24901 Northwestern Highway
Suite 400
Southfield, MI 48075
Phone: 248-356-3400
Fax: 248-356-3401

Schedule A

This Amendment modifies the Staffing Service Agreement dated August 24th, 2023 (“Agreement”) between Sub Teacher Source (STS) and Magnolia Educational & Research Foundation (CLIENT). STS and CLIENT are referred to herein as the “Parties.”

Date: 6.17.24

Name of CLIENT: Magnolia Educational & Research Foundation

CLIENT'S Address: 250 E. 1st Street Suite 1500

Los Angeles, CA 90012

WHEREAS, STS and CLIENT desire to amend the Agreement.

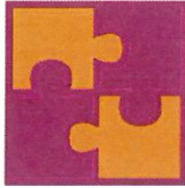
NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties agree as follows:

In all sections of Agreement where the servicing company is referred to as Sub Teacher Source, the servicing company shall be now known as n/k/a Industry Specific Solutions, LLC.

In all sections where the acronym of the servicing company was known as STS, the acronym of the servicing company shall be known as ISS.

Sub Teacher Source (STS) shall be identified as the absence management system for the management of open and placed orders, timesheet preparation and invoice preparation.

This amendment shall be in effect until December 31, 2024 and shall cover any engagements that are in full recruitment by ISS. This amendment may be extended or renegotiated for January 1, 2025. Section 5.5 shall be added to the agreement during the time frame referenced above or by extension and shall read as follows. Direct Hire Services – Prior to the introduction of a staff member from ISS to CLIENT, CLIENT may opt to hire staff directly from a current pool of ISS educational staff members or candidates that ISS is engaged to recruit for specific positions for CLIENT. In those cases, CLIENT agrees to a fee arrangement of 5% of the first year agreed to salary or annualized compensation for an hourly employee. In all cases, this fee will be at a minimum of \$5,000, regardless of the negotiated compensation. CLIENT will be allowed one replacement if requested in the first 60 days of employment



Industry Specific Solutions

Together Exceeding Expectations

24901 Northwestern Highway
Suite 400
Southfield, MI 48075
Phone: 248-356-3400
Fax: 248-356-3401

and with the timely payment of Direct Hire Fees. Any hiring request must be in writing and accompanied by a job description, compensation package, start date and hiring protocol of CLIENT. If CLIENT refuses to conduct an active and engaged selection process in the estimation of ISS, the engagement for that position may be discontinued by ISS without any further responsibilities by ISS for continued search or recruiting efforts by ISS, solely based on the judgement of ISS. Specialized searches and Executive level searches that CLIENT may request would be outside of the scope of this agreement and would require an amendment to this agreement. Staff members that have been assigned to CLIENT prior to the request to consider for a position covered under this section will be referred to sections 5.1 through 5.4. CLIENT may not consider staffing management personnel, such as account managers, recruiters, payroll and accounting representatives and others responsible for delivering overall staffing services to CLIENT, for direct hire or other employment relationships, without the written approval of Senior Management of ISS.

Furthermore, Payments for any Conversion fees associated with substitute hiring (conversion) or provisions contained in Section 5 shall be due within seven (7) Calendar days after invoicing, regardless of regular service payment terms and shall be non-refundable.

This Amendment constitutes the entire understanding of the Parties pertaining to the section(s) of the Agreement referenced and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. All other conditions, agreements and representations of the Service Agreement shall remain in full effect unless amended or terminated by the Parties. This Amendment may not be modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized respective officers as of the effective date above.

**SUB TEACHER SOURCE n/k/a INDUSTRY
SPECIFIC SOLUTIONS, LLC**

By:



Its:

VP Operations

**MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION**

By:



Alfredo Rubalcava

Its:

CEO & Superintendent

BrainPOP

Issued By Saradhi Saripalli
 Email saradhis@brainpop.com

Quote PDF (Created 8/15/2024 Date)
 Quote Number 00076144
 Account Name Magnolia Educational and Research Foundation

Bill To 250 E 1ST STREET STE 1500
 LOS ANGELES, CA 90012
 USA

Description 2023 Pricing with Multi-Site and Multi-Product discount

Contact Name Accounts Payable Email ap@magnoliapublicschools.org

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Description	Product Description	Discount (Percentage)	Sales Price	Subtotal
BrainPOP (3-8) School Subscription	4.00	Multi-Site Discount	School-wide access to BrainPOP for 3-8th grade classrooms. Build knowledge, strengthen essential literacy skills, and deepen learning across all academic subjects.	10.00%	USD 2,805.00	USD 10,098.00
BrainPOP ELL School Subscription	5.00	Multi-Product Discount	School-wide access to BrainPOP ELL. Build vocabulary and grammar skills with 90 scaffolded lessons designed for your English language learners.	25.00%	USD 1,395.00	USD 5,231.25
BrainPOP School Combo Subscription	2.00	Multi-Site Discount	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	10.00%	USD 3,795.00	USD 6,831.00

Subtotal USD 25,785.00

Discount 14.06%

Grand Total USD 22,160.25

Provisions				
Access Recipient	Product	Access Start Date	Access End Date	Provision Price
Magnolia Science Academy	BrainPOP (3-8) School Subscription	7/8/2024	7/7/2025	USD 2,524.50
Magnolia Science Academy 2	BrainPOP (3-8) School Subscription	7/8/2024	7/7/2025	USD 2,524.50
Magnolia Science Academy 5	BrainPOP (3-8) School Subscription	7/8/2024	7/7/2025	USD 2,524.50
Magnolia Science Academy Bell	BrainPOP (3-8) School Subscription	7/8/2024	7/7/2025	USD 2,524.50
Magnolia Science Academy	BrainPOP ELL School Subscription	7/8/2024	7/7/2025	USD 1,046.25
Magnolia Science Academy 2	BrainPOP ELL School Subscription	7/8/2024	7/7/2025	USD 1,046.25
Magnolia Science Academy 5	BrainPOP ELL School Subscription	7/8/2024	7/7/2025	USD 1,046.25

BrainPOP

Magnolia Science Academy 7	BrainPOP ELL School Subscription	7/8/2024	7/7/2025	USD 1,046.25
Magnolia Science Academy Bell	BrainPOP ELL School Subscription	7/8/2024	7/7/2025	USD 1,046.25
Magnolia Science Academy 7	BrainPOP School Combo Subscription	7/8/2024	7/7/2025	USD 3,415.50
Magnolia Science Academy Santa Ana	BrainPOP School Combo Subscription	7/8/2024	7/7/2025	USD 3,415.50

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: Alfredo Rubalcava Authorized Signature: *Alfredo Rubalcava*

Title: CEO & Superintendent Date: 8/29/2024

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription. If the Customer has a signed agreement with BrainPOP that is applicable to this subscription, then that agreement will apply.

Remit to BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

ORDER FORM



QUOTE # Q-383985
DATE 4/3/2024
EXPIRATION DATE 9/20/2024

Bill To
Magnolia Public Schools (CA)
250 E 1St St
Los Angeles, California 90012
United States

Ship To
Magnolia Public Schools (CA)
250 E 1St St
Los Angeles, California 90012-3811
United States

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
3,715	GG-ADM1Y-003000	GoGuardian Admin with Fleet, DNS & AdDeflect	8/22/2024	8/21/2025	\$4.75	\$17,646.25
3,715	GG-TCR1Y-003000	GoGuardian Teacher with Video Conferencing	8/22/2024	8/21/2025	\$4.75	\$17,646.25
TOTAL (USD):						\$35,292.50

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-383985
DATE 4/3/2024
EXPIRATION DATE 9/20/2024



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature: Alfredo Rubalcava

Name: Alfredo Rubalcava

Title: CEO & Superintendent

Email: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

PO Number (Optional): _____

Additional Notes (requests for delayed invoicing, etc.): _____

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Magnolia Public Schools - 2784206

Reference ID: 667477

250 E 1st St 15th Floor
Los Angeles, CA 90012
Contact: Katie Mann - (714) 892-5066
Email: eracar@magnoliapublicschools.org

Quote Summary

School Count: 6

Renaissance Products & Services Total	\$53,259.50
Applied Discounts	\$(1,086.89)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$52,172.61

This quote includes: myON and Renaissance myON News.



By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Magnolia Public Schools - 2784206
	By: 
Name: Ted Wolf	Name: Alfredo Rubalcava
Title: VP - Corporate Controller	Title: CEO & Superintendent
Date: 5/2/2024	Date: 5/14/2024
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Alexis Mauren at (760)424-5715, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details

Magnolia Science Academy 2 - 2568368

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	09/01/2024 - 08/31/2025	315	\$16.22	\$(223.57)	\$4,885.73
myON News Student Subscription	09/01/2024 - 08/31/2025	315	\$4.33	\$(61.74)	\$1,302.21
Saddleback Books: With Audio Support add-on Publisher	09/01/2024 - 08/31/2025	1	\$1,163.00	\$0.00	\$1,163.00
Orca: High-Low add-on Publisher	09/01/2024 - 08/31/2025	1	\$165.00	\$0.00	\$165.00
Reference Point: Unsolved Mysteries add-on Publisher	09/01/2024 - 08/31/2025	1	\$460.00	\$0.00	\$460.00
August House: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$260.00	\$0.00	\$260.00
Lightswitch Learning: Culturally Responsive Differentiated Library add-on Publisher	09/01/2024 - 08/31/2025	1	\$895.00	\$0.00	\$895.00
Zest Books add-on Publisher	09/01/2024 - 08/31/2025	1	\$330.00	\$0.00	\$330.00
Little, Brown: MS add-on Publisher	09/01/2024 - 08/31/2025	1	\$448.00	\$0.00	\$448.00
Little, Brown: HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$224.00	\$0.00	\$224.00
Little, Brown: James Patterson add-on Publisher	09/01/2024 - 08/31/2025	1	\$121.00	\$0.00	\$121.00
Black Rabbit add-on Publisher	09/01/2024 - 08/31/2025	1	\$672.00	\$0.00	\$672.00
Arte Público: Spanish Grades 7-12 add-on Publisher	09/01/2024 - 08/31/2025	1	\$225.00	\$0.00	\$225.00
National Geographic: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$750.00	\$0.00	\$750.00
Saddleback Books: TERL (Teen Emergent Reader Library) add-on Publisher	09/01/2024 - 08/31/2025	1	\$1,800.00	\$0.00	\$1,800.00
Candlewick: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$190.00	\$0.00	\$190.00
myON Classics for MS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
Britannica: MS STEM add-on Publisher	09/01/2024 - 08/31/2025	1	\$384.00	\$0.00	\$384.00
Saddleback Books: ELL/Newcomers add-on Publisher	09/01/2024 - 08/31/2025	1	\$600.00	\$0.00	\$600.00
myON Classics - Spanish	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	09/01/2024 - 08/31/2025	1	\$800.00	\$0.00	\$800.00
ABDO: Diversity with Duchess Harris add-on Publisher	09/01/2024 - 08/31/2025	1	\$400.00	\$0.00	\$400.00
Lightswitch Learning: Culturally Responsive Picture Books add-on Publisher	09/01/2024 - 08/31/2025	1	\$270.00	\$0.00	\$270.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00

Magnolia Science Academy 2 Total	\$(285.31)	\$16,344.94
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Magnolia Science Academy 4 - 2610717

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	09/01/2024 - 08/31/2025	145	\$16.22	\$(102.91)	\$2,248.99
myON News Student Subscription	09/01/2024 - 08/31/2025	145	\$4.33	\$(28.42)	\$599.43
Arte Publico (English - Grades 7-12) add-on Publisher	09/01/2024 - 08/31/2025	1	\$240.00	\$0.00	\$240.00
Saddleback Books: TERL (Teen Emergent Reader Library) add-on Publisher	09/01/2024 - 08/31/2025	1	\$1,800.00	\$0.00	\$1,800.00
myON Classics for MS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
myON Classics - Spanish	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	09/01/2024 - 08/31/2025	1	\$800.00	\$0.00	\$800.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Magnolia Science Academy 4 Total				\$(131.33)	\$5,688.42

Magnolia Science Academy 5 - 2739691

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	09/01/2024 - 08/31/2025	230	\$16.22	\$(163.24)	\$3,567.36
myON News Student Subscription	09/01/2024 - 08/31/2025	230	\$4.33	\$(45.07)	\$950.83
Orca: High-Low add-on Publisher	09/01/2024 - 08/31/2025	1	\$165.00	\$0.00	\$165.00
DK: Eyewitness books add-on Publisher	09/01/2024 - 08/31/2025	1	\$900.00	\$0.00	\$900.00
August House: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$260.00	\$0.00	\$260.00
Zest Books add-on Publisher	09/01/2024 - 08/31/2025	1	\$330.00	\$0.00	\$330.00
Sourcebooks: MS add-on Publisher	09/01/2024 - 08/31/2025	1	\$485.00	\$0.00	\$485.00
Little, Brown: MS add-on Publisher	09/01/2024 - 08/31/2025	1	\$448.00	\$0.00	\$448.00
Little, Brown: HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$224.00	\$0.00	\$224.00
National Geographic: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$750.00	\$0.00	\$750.00
DK: MS/HS reference add-on Publisher	09/01/2024 - 08/31/2025	1	\$281.50	\$0.00	\$281.50

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 Phone: (800) 338-4204 | Fax: (877) 280-7642
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www.renaissance.com

Saddleback Books: TERL (Teen Emergent Reader Library) add-on Publisher	09/01/2024 - 08/31/2025	1	\$1,800.00	\$0.00	\$1,800.00
Candlewick: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$190.00	\$0.00	\$190.00
myON Classics for MS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
Britannica: MS STEM add-on Publisher	09/01/2024 - 08/31/2025	1	\$384.00	\$0.00	\$384.00
myON Classics - Spanish	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	09/01/2024 - 08/31/2025	1	\$800.00	\$0.00	\$800.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Magnolia Science Academy 5 Total				\$(208.32)	\$11,535.69

Magnolia Science Academy 6 - 2898909					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	09/01/2024 - 08/31/2025	110	\$16.22	\$(78.07)	\$1,706.13
myON News Student Subscription	09/01/2024 - 08/31/2025	110	\$4.33	\$(21.56)	\$454.74
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Magnolia Science Academy 6 Total				\$(99.63)	\$2,160.87

Magnolia Science Academy 7 - 2898920					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	09/01/2024 - 08/31/2025	280	\$16.22	\$(198.74)	\$4,342.86
myON News Student Subscription	09/01/2024 - 08/31/2025	280	\$4.33	\$(54.88)	\$1,157.52
Blue Door add-on Publisher	09/01/2024 - 08/31/2025	1	\$345.00	\$0.00	\$345.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Magnolia Science Academy 7 Total				\$(253.62)	\$5,845.38

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www.renaissance.com

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	09/01/2024 - 08/31/2025	120	\$16.22	\$(85.17)	\$1,861.23
myON News Student Subscription	09/01/2024 - 08/31/2025	120	\$4.33	\$(23.52)	\$496.08
Orca: High-Low add-on Publisher	09/01/2024 - 08/31/2025	1	\$165.00	\$0.00	\$165.00
DK: Eyewitness books add-on Publisher	09/01/2024 - 08/31/2025	1	\$900.00	\$0.00	\$900.00
Zest Books add-on Publisher	09/01/2024 - 08/31/2025	1	\$330.00	\$0.00	\$330.00
Little, Brown: MS add-on Publisher	09/01/2024 - 08/31/2025	1	\$448.00	\$0.00	\$448.00
Little, Brown: HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$224.00	\$0.00	\$224.00
Little, Brown: James Patterson add-on Publisher	09/01/2024 - 08/31/2025	1	\$121.00	\$0.00	\$121.00
National Geographic: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$750.00	\$0.00	\$750.00
Saddleback Books: TERL (Teen Emergent Reader Library) add-on Publisher	09/01/2024 - 08/31/2025	1	\$1,800.00	\$0.00	\$1,800.00
Candlewick: MS/HS add-on Publisher	09/01/2024 - 08/31/2025	1	\$190.00	\$0.00	\$190.00
myON Classics for MS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
Britannica: MS STEM add-on Publisher	09/01/2024 - 08/31/2025	1	\$384.00	\$0.00	\$384.00
Black Rabbit Books: Bolt Hi-Lo add-on Publisher	09/01/2024 - 08/31/2025	1	\$2,128.00	\$0.00	\$2,128.00
myON Classics - Spanish	09/01/2024 - 08/31/2025	1	\$0.00	\$0.00	\$0.00
Abrams: Middle School add-on Publisher	09/01/2024 - 08/31/2025	1	\$800.00	\$0.00	\$800.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Magnolia Science Academy Santa Ana Total				\$(108.69)	\$10,597.31

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Customer name: Magnolia Public Schools

Primary contact name:
Katie Mann

Primary contact email:
kmann@magnoliapublicschools.org

NoRedInk Remittance Address for Checks:
NoRedink Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
18238 Sherman Way
Reseda, California 91335
United States

Will a PO be required? (If Yes, please provide form)

Billing email:

Billing contact name:

Service start date:
08-01-2024

Service end date:
07-31-2025

Payment terms:
Upfront

Billing terms:
Net 30

SUMMARY							
PRODUCT	SCHOOL	DESCRIPTION	UNIT PRICE	DISCOUNT	SALES PRICE	QTY	TOTAL PRICE
NRI Premium	Magnolia Science Academy 1 Reseda	MSA1 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	714	\$7,282.80
NRI Premium	Magnolia Science Academy 2 Valley	MSA2 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	532	\$5,426.40
NRI Premium	Magnolia Science Academy 3 Carson	MSA3 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	389	\$3,967.80
NRI Premium	Magnolia Science Academy 4 Venice	MSA4 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	124	\$1,264.80
NRI Premium	Magnolia Science Academy 6 Palms	MSA6 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	111	\$1,132.20
NRI Premium	Magnolia Science Academy 7 Northridge	MSA7 (elementary) NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	157	\$1,601.40
NRI Premium	Magnolia Science Academy 8 Bell	MSA8 NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	404	\$4,120.80
NRI Premium	Magnolia Science Academy - Santa Ana	MSA Santa Ana TK-12th NoRedInk Premium for designated students.	\$18.00	43.33%	\$10.20	300	\$3,060.00
Live Virtual Training	Magnolia Public Schools	9 PD training sessions & 7 hours of curriculum aligned content guides.	\$550.00		\$550.00	16	\$8,800.00
Discount	Magnolia Public Schools	Approved PD Discount	(\$300.00)		(\$300.00)	1	(\$300.00)
TOTAL:							\$36,356.20

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: shaheen@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services](#)

[Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Magnolia Public Schools Signature
<p>Signature:</p> <p>Name:</p> <p>Title: Head of Customer Success</p> <p>Date:</p>	<p>Signature: <i>Alfredo Rubalcava</i></p> <p>Name: Alfredo Rubalcava</p> <p>Title: CEO & Superintendent</p> <p>Email: arubalcava@magnoliapublicschools.org</p> <p>Date: 5/31/2024</p>

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Magnolia Public Schools

Contract Year 2024-2025

 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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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Magnolia Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Specialized Therapy Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Magnolia Public Schools hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado SELPA SELPA and Specialized Therapy 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, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, 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 district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 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 its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA

student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall 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.

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 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal 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.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

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.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to:

disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal

requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was

served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

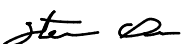
The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.


CONTRACTOR

LEA

Specialized Therapy Services
Nonpublic School/Agency

Magnolia Public Schools
LEA Name

By: 
Signature: [Steve Oas \(Jun 28, 2024 09:16 PDT\)](#)
Email: steve@theoascenter.com
Name and Title of Authorized Representative

By: 
Signature: [Alfredo Rubalcava \(Jun 28, 2024 14:46 PDT\)](#)
Email: arubalcava@magnoliapublicschools.org
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to: Steve Oas/ Director	Notices to LEA shall be addressed to: Alfredo Rubalcava Erdinc Acar
Name and Title Specialized Therapy Services	Name and Title Magnolia Public Schools
Nonpublic School/Agency/Related Service Provider 4204A Adams Avenue	LEA N/A
Address San Diego CA. 92116	Address N/A N/A N/A
City State Zip 619-431-5049 866-353-7829	City State Zip N/A N/A
Phone Fax steve@theoascenter.com /// erin@theoascenter.com	Phone Fax arubalcava@magnoliapublicschools.org
Email	Email

Accounts Payable Contact(s)

N/A
Name and Title
N/A
Email
N/A
Name and Title
N/A
Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
 The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2024-2025 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 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, 2025, 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)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

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				
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							
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-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) _____ (Date)

(Signature) _____ (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Exhibit A: 2024 - 2025 - Rates – Region 1, San Diego- Tier 1-(psych)
 Contractor Number 1A-37-106

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

Code	Session Type	Cost	Period
425	APE: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$90.00	Hourly
425	APE: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
445	AT: Assessment, Direct Service, Prep/Plan, Training, Consult (Per IEP)	\$100.00	Hourly
445	AT: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
720	Audiology: Assessment, Hourly, Direct Service, IEP Meeting, Prep/Plan	\$190.00	Hourly
720	Audiology: Drive Time (as approved by LEA Admin)	\$190.00	Hourly
535	Behavior Intervention Services: Assessment, Consult (per IEP), Direct Service, IEP Meeting, Supervision, Prep/Plan, Training	\$130.00	Hourly
535	Behavior Intervention Services: Drive Time (as approved by LEA Admin)	\$130.00	Hourly
535	Behavior Technician: Direct Service, Prep/Plan, Training	\$70.00	Hourly
535	Behavior Technician: Drive Time (as approved by LEA Admin)	\$70.00	Hourly
710	DHH: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$110.00	Hourly
710	DHH: Drive Time (as approved by LEA Admin)	\$110.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP)	\$95.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530 Bilingual: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP) & Drive Time (as approved by LEA Admin)	\$110.00	Hourly
510	ERMHS: Assessment Flat Rate	\$1,320.00	Assessment
510	ERMHS Bilingual: Assessment Flat Rate	\$1,560.00	Assessment
All ERMHS	ERMHS: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
340	Instructional Assistant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$45.00	Hourly
340	Instructional Assistant: Drive Time (as approved by LEA Admin)	\$45.00	Hourly
900	Music Therapy: Direct Service, IEP Meeting, Prep/Plan, Assessment	\$100.00	Hourly
900	Music Therapy: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
435/436	Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$95.00	Hourly
435/436	Nursing Drive Time (as approved by LEA Admin)	\$95.00	Hourly
435/436	LVN Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$55.00	Hourly
435/436	LVN Nursing: Drive Time (as approved by LEA Admin)	\$55.00	Hourly
435/436	CNA Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$45.00	Hourly
435/436	CNA Nursing: Drive Time (as approved by LEA Admin)	\$45.00	Hourly

730	O&M: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$145.00	Hourly
730	O&M: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
740	OI: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$145.00	Hourly
740	OI: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
450	OT: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$90.00	Hourly
450	OT: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
450	OT Assistant: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$75.00	Hourly
450	OT Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
530	Psych: Neuro Psych Assessment	\$4,500.00	Assessment
530	Psych: Neuro Psych IEP	\$138.00	Hourly
530	Psych: Psych Assessment	\$1,320.00	Assessment
530	Psych: Psych Assessment with Academics	\$1,800.00	Assessment
530	Psych: Psych Assessment with ERMHS	\$1,800.00	Assessment
530	Psych: Psych Assessment with ERMHS and Academics	\$2,100.00	Assessment
530	Psych: Direct Service, IEP Meeting, Prep/Plan, Consult	\$125.00	Hourly
530	Psych: Drive Time (as approved by LEA Admin)	\$125.00	Hourly
530	Psych: Psych Assessment Supplemental Fee (as approved by LEA)	\$500.00	Assessment
530	Psych Bilingual: Psych Assessment	\$1,560.00	Assessment
530	Psych Bilingual: Psych Assessment with Academics	\$1,920.00	Assessment
530	Psych Bilingual: Psych Assessment with ERMHS	\$1,920.00	Assessment
530	Psych Bilingual: Psych Assessment with ERMHS and Academics	\$2,200.00	Assessment
530	Psych Bilingual: Direct Service, IEP Meeting, Prep/Plan	\$138.00	Hourly
530	Psych Bilingual: Drive Time (as approved by LEA Admin)	\$138.00	Hourly
460	PT: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$100.00	Hourly
460	PT: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
330	SAI: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$90.00	Hourly
330	SAI: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
330	SAI Bilingual: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$95.00	Hourly
330	SAI Bilingual: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
	Spec Ed Coordination: IEP Meeting, Consultation, Admin	\$145.00	Hourly
	Spec Ed Coordination: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
415	Speech: Assessment, Direct Individual/Group, Prep/Plan, Consult (per IEP)	\$90.00	Hourly
415	Speech: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
415	Speech Assistant: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$75.00	Hourly
415	Speech Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
415	Speech Bilingual: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$96.00	Hourly
415	Speech Bilingual: Drive Time (as approved by LEA Admin)	\$96.00	Hourly
725	Vision Itinerant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (Per IEP)	\$145.00	Hourly
725	Vision Itinerant: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
900	VT: Assessment – Flat Rate	\$800.00	Assessment
900	VT: Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$170.00	Session

Appendix A:

A. Should LEA wish to hire an STS employee assigned to the LEA, LEA may do so without a fee after the completion of the contracted school year period. Should the LEA elect to hire the employee before the completion of the period a conversion fee will be paid to STS in the form of: Full-time (employees working 30-hours or more per week for STS) provider: \$2,500, and Part-time (employees working less than 30-hours per week for STS) provider: \$1,250.

B. Payment for missed sessions when provider confirmed attendance prior to arrival to the school, this includes Psychological Assessments.

C. Minimum 2-hours of service time to be paid to providers when on campus to provide services or attend meetings.

D. For charters with more than one location the travel time between schools is billable.

E. Services provided per hour also include IEP meeting/preparation/participation, scheduling, session planning, SEIS service tracker reporting and consultation to staff/parents as approved by the school administration. Certain services may require session set up and break down (example: APE may need to create a specific sporting program on campus) this is billable. Provider time spend waiting or finding a location to provide services while on campus.

F. If the LEA engages CONTRACTOR as a full-time equivalent (FTE) Provider, and does not have an Individual Service Agreement (ISA) in place for each student being served by that Provider, then the responsibility for maintaining 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; and notification of injuries, shall be the responsibility of the LEA. The LEA shall retain the legal responsibility and authority over these records, including their confidentiality, accessibility, and proper storage, in compliance with the regulations outlined in Education Code Section 49062.

G. Parking: If providers are required to pay for parking when on campus for services, the parking fees are reimbursable by the charter school.

H. Billable Administrative Costs: When providers are asked by the school/LEA to perform administrative duties including but not limited to: Creating PWN, meeting notices, CALPADS reporting, Behavior Plans, Manifestation Determination Meetings, Threat Assessments, AT Device programing, SCIA reporting/training.

I. Mileage will be paid at the approved upon IRS standard rate per mile or hourly for distances greater than 20-minutes from provider origination with prior approval from LEA.

J. Independent Study/Home School Charter programs: Providers will be reimbursed for sessions cancelled with less than 24-hours' notice.

CONTRACTOR

Specialized Therapy Services, Inc.
Nonpublic School/Agency

Signature: 
Steve Oas (Jun 28, 2024 09:16 PDT)

Email: steve@theoascenter.com

Steve Oas, Director
Name and Title of Authorized Representative

LEA

Magnolia Public Schools
LEA Name

Signature: 
Alfredo Rubalcava (Jun 28, 2024 14:46 PDT)

Email: arubalcava@magnoliapublicschools.org

Alfredo Rubalcava Erdinc Acar
Name and Title of Authorized Representative



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: January 17, 2024

NPA ID: 9900324

Nonpublic Agency: Specialized Therapy Services-San Diego

Site Administrator: Erin Zumwalt

Mailing Address: 4024A Adams Avenue

City: San Diego CA 92116

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE [checked] Yes [] No

Grades: PK to 12

Site Address: 4024A Adams Avenue

Ages: 3 to 18

City: San Diego CA 92116

Student Gender: All

2024 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2024 through December 31, 2024

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq. This certification does not include Specialized Academic Instruction and assessments for IEP development.

[] 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 Service

- [checked] APE [checked] BII [checked] LSDR [checked] PCT [] SDTI [] VECD
[checked] AS [checked] CG [checked] MT [checked] PS* [checked] SW [checked] LI: Deaf and Hard of Hearing
[checked] ATS [] EE [checked] OM [checked] PT [checked] TS [] Other Services:
[checked] BID [checked] HNS [checked] OT [] RS [checked] 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 occurrence: 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.

Nonpublic Agencies Unit, Special Education Division



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2024

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 Pacific Premier Insurance Assoc., Inc. 3160 Camino Del Rio S #118 San Diego CA 92108		CONTACT NAME: Brian Grant PHONE (A/C No. Ext): (858) 386-4443 FAX (A/C No): (858) 386-4445 E-MAIL ADDRESS: certificates@pacpremier.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Specialized Therapy Services 4204A Adams Ave San Diego CA 92116-2300		INSURER A: ARCH INS CO INSURER B: CALIFORNIA AUTOMOBILE INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11150 38342

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

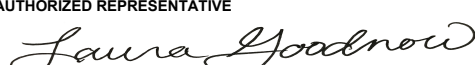
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			AAPKG10800-05	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000081093	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			AAFXS30252-05	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability/ Sexual Abuse or Molestation			AAPKG10800-05	12/01/2023	12/01/2024	Limit \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER **CANCELLATION**

Proof of Insurance	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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ADDITIONAL REMARKS SCHEDULE

AGENCY Pacific Premier Insurance Assoc., Inc.		NAMED INSURED SPECIALIZED THERAPY SERVICES, INC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____**

Policy Number: C-4LRI-109733-CYBER-2024 (Cyber Liability)
Insurer: Coalition Ins Co - NAIC# 29530

- A. Network and Information Security: \$1,000,000
 - B. Regulatory Defense and Penalties: \$1,000,000
 - C. PCI Fines and Assessments: \$1,000,000
 - D. Funds Transfer Liability: \$1,000,000
 - E. Multimedia Content Liability: \$1,000,000
 - F. Breach Response: \$1,000,000
 - G. Crisis Management and Public Relations: \$1,000,000
 - H. Ransomware and Cyber Extortion: \$1,000,000
 - I. Direct and Contingent Business Interruption, and Extra Expenses From Security Failure and Systems Failure: \$1,000,000
 - J. Proof of Loss Preparation Expenses: \$50,000
 - K. Digital Asset Restoration: \$1,000,000
 - L. Computer Replacement and Bricking: \$1,000,000
 - M. Reputational Harm Loss: \$1,000,000
 - N. Court Attendance: \$25,000, Per day/per person limit: \$250
 - O. Criminal Reward: \$50,000
 - P. Funds Transfer Fraud And Social Engineering: \$250,000
 - Q. Service Fraud Including Cryptojacking: \$250,000
 - R. Impersonation Repair Costs: \$50,000
 - S. Invoice Manipulation: \$250,000
- Retentions: \$5,000

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Specialized Therapy Services, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 4204A Adams Avenue</p> <p>6 City, state, and ZIP code San Diego, CA 92116</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
2	6		-	2	2	1	6	3	3	2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 05/01/2024
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.









STS Inc. & Magnolia Science Academy 2024-25 Master Contract (R1)

Final Audit Report

2024-06-28

Created:	2024-06-28
By:	Contracts STS (contracts@theoascenter.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-brgWQe5A7GIVMNGaW1w0e07PktepHlb

"STS Inc. & Magnolia Science Academy 2024-25 Master Contract (R1)" History

-  Document created by Contracts STS (contracts@theoascenter.com)
2024-06-28 - 1:34:39 PM GMT
-  Document emailed to Steve Oas (steve@theoascenter.com) for signature
2024-06-28 - 1:34:47 PM GMT
-  Email viewed by Steve Oas (steve@theoascenter.com)
2024-06-28 - 4:16:20 PM GMT
-  Document e-signed by Steve Oas (steve@theoascenter.com)
Signature Date: 2024-06-28 - 4:16:38 PM GMT - Time Source: server
-  Document emailed to Alfredo Rubalcava (arubalcava@magnoliapublicschools.org) for signature
2024-06-28 - 4:16:40 PM GMT
-  Email viewed by Alfredo Rubalcava (arubalcava@magnoliapublicschools.org)
2024-06-28 - 6:50:13 PM GMT
-  Document e-signed by Alfredo Rubalcava (arubalcava@magnoliapublicschools.org)
Signature Date: 2024-06-28 - 9:46:52 PM GMT - Time Source: server
-  Agreement completed.
2024-06-28 - 9:46:52 PM GMT



Not Applicable

AMENDED AND RESTATED BYLAWS
OF
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

(A California Nonprofit Public Benefit Corporation)

ARTICLE I

NAME

Section 1. NAME. The name of this corporation is Magnolia Educational & Research Foundation.

ARTICLE II

PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 250 East 1st Street, Suite 1500, Los Angeles, 90012 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. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III

GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purposes of this corporation are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; promoting and discovering the research modules in scientific areas with applied and practicable methods to promote prospective scientists; coordinating international conferences/competitions in various fields of academic study. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

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

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 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 V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes. 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, liabilities and all charter obligations of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for the public and/or charitable purposes of managing, operating, guiding, directing, promoting, and/or supporting one or more California public charter schools that serve students in grades K-12 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

ARTICLE VII
BOARD OF DIRECTORS

Section 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”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, 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; and designate a place in California for holding any meeting of members.
- 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; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. The exact number of directors shall be fixed within these limits by a Resolution of the Board. All directors shall be designated by the existing Board of Directors. In addition to the number of directors otherwise prescribed by these Bylaws, pursuant to Education Code section 47604.2, the Board composition shall also include a seat reserved for a pupil member. All directors, except for the pupil member, shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604 (c). The pupil member shall have preferential voting rights. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board of Directors, but that shall not serve in determining the final numerical outcome of a vote.

The Board of Directors commits to designating at least one (1) director who resides in each county where this corporation operates a charter school. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds and commits to designating at least one (1) director representing parents at all times.

Section 4. RESTRICTION ON EMPLOYEE DIRECTORS. No current employees of the Corporation may serve on the Board of Directors.

Section 5. DIRECTORS' TERMS. Each director, except for the pupil member, shall hold office for five (5) years and until a successor director has been designated and qualified. The terms of directors shall be staggered as determined by the Board. Staggering has been accomplished by the Board appointing directors on different dates. Staggering shall be maintained as directors shall be appointed to fill vacant seats at the expiration of each staggered term. The term of the pupil member shall be one (1) year commencing on July 1 each year.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to nominate qualified candidates for all non-pupil member Board seats for designation 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 the 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. Any member of the community may also refer a potential candidate to the Board for consideration.

Pupils enrolled in a charter school managed by the Corporation in ninth through twelfth grades are eligible for election to the Board of Directors as the pupil member. The pupil member shall be elected by a vote of the students enrolled in a charter school operated by the Corporation in ninth through twelfth grades. If it is determined that the pupil member is not fulfilling their duties, the Board of Directors may appoint an alternate pupil member and if appointed, the Board shall suspend the prior pupil member's rights and privileges related to service on the Board of Directors.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be designated, no corporation funds may be expended to support a nominee.

Section 8. 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 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; (c) the increase of the authorized number of directors; and (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or 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 elect a successor to take office as of the date when the resignation becomes effective.

Section 10. 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 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by a simple majority of directors then in office at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions 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). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. 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 unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. 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 14. QUORUM. A majority of the directors then in office shall constitute a quorum. The pupil member shall not be counted for purpose of establishing quorum. If a quorum is present, the affirmative vote of the majority of the directors at the meeting shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. 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, 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. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the Board; or
- f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

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 17. 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, 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 18. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 19. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School 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.

Section 20. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The Corporation shall comply with applicable conflict of interest laws, including the Political Reform Act of 1974 (Chapter 1 (commencing with Section 81000) of Title 9 of the Government Code) and Govt. Code § 1090 et seq.

ARTICLES VIII MEETINGS

Section 1. PLACE OF BOARD OF DIRECTORS MEETINGS. The Board of Directors will designate that a meetings be held in the county in which the greatest number of pupils enrolled in Magnolia Public Schools reside which is in compliance with the Ralph M. Brown Act and Education Code Section 47604.1((c)(4)(A). The Board of Directors will establish a two-way teleconference location at each of the corporation's charter school sites and each resource center in compliance with the Ralph M. Brown Act and Education Code Section 47604.1(c)(4)(B).

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 2. 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 Ralph M. Brown Act. ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 3. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the second Thursday of each month, unless the second Thursday of the month should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday. 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 4. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer or a majority of the Board of

Directors. If a Chairman of the Board has not been elected, then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. 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 each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- 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, and the place if the place is other than the principal office of the Corporation, 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 6. 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 greatest number of pupils enrolled in the charter schools managed by the corporation reside.;
- 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 member 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

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

teleconference need not give their name when entering the conference call.²

Section 7. 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. If a meeting is adjourned for more than twenty-four (24) hours, 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 any applicable public open meeting law.

ARTICLE X OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and Chief Financial Officer, who shall be known as the “Treasurer.” The corporation, at the Board’s direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article X Section 4, of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. 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 6. 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 7. 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.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she 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. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at 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 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President 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 President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. 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, or special and, if special, 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 12. TREASURER. The Treasurer 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 Treasurer 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 Treasurer 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 President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such

other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Treasurer 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 Treasurer on his or her death, resignation, retirement, or removal from office.

Section 13. VICE-CHAIRMEN. One Vice-Chairman of the Board of Directors will be assigned to each county in which a charter school operated by the corporation is located.

ARTICLE XI CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. In compliance with Government Code Section 1090 et seq., the corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE XII CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 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 unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

Section 2. AGAINST NEPOTISM. If a member of an officer's or employee's immediate family is to be hired to work in a position directly subordinate or supervisory to the officer or employee, that fact should be disclosed in advance to the Board of Directors so that a determination can be made whether to permit an exception to the normal prohibition against nepotism.

ARTICLE XIII LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XIV INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this 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 XV INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law 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 XVI MAINTENANCE OF CORPORATE RECORDS

- Section 1. MAINTENANCE OF CORPORATE RECORDS. This 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 XVII INSPECTION RIGHTS

Section 1. DIRECTORS’ RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation’s books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 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 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This 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. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVIII REQUIRED REPORTS

Section 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, or 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 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. The corporation shall comply with the reporting requirements of Corporations Code Section 6322.

ARTICLE XIX BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. The Board of Directors may only amend these Bylaws provisions fixing the authorized number of directors or establishing procedures for the nomination or appointment of directors by unanimous vote of all directors then in office. This section may only be amended by the unanimous vote of the all the directors then in office.


ARTICLE XX FISCAL YEAR

Section 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 the Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these amended and restated bylaws, consisting of **13** pages, are the bylaws of this corporation as adopted by the Board of Directors on **February 24, 2022**; and that these amended and restated bylaws have not been amended or modified since that date.



Jennifer Lara, MPS Board Secretary

4886-7274-8303, v. 2



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 05 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

**CERTIFICATE OF AMENDMENT OF
 ARTICLES OF INCORPORATION**

JUN 05 2008

The undersigned certifies that:

1. They are the President and the Secretary of Dialog Cultural, Scientific & Educational Foundation, a California nonprofit public benefit corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is Magnolia Educational & Research Foundation.

3. Article II of the Articles of Incorporation of this corporation is amended to read as follows:

~~This~~ Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; coordinating international conferences/competitions in various fields of academic study.

The Corporation is organized and operated exclusively for charitable, educational and scientific purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, 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) by 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.

4. Article IV of the Articles of Incorporation of this corporation is amended to read as follows:

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 distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

5. The foregoing amendment of the Articles of Incorporation has been duly approved by the board of directors.
6. The corporation has no members.

I 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 my own knowledge.

DATE: 06/03/2008



METIN OGUZMERT, PRESIDENT

DATE: 06/03/2008



YAVUZ BAYAM, SECRETARY



FUNDAMENTAL PROVISIONS

SINGLE-YEAR CO-LOCATION CHARTER SCHOOL FACILITIES USE AGREEMENT

The following fundamental provisions are incorporated into the Single-Year Co-Location Charter School Facilities Use Agreement (“Agreement”). The provisions shall have the following meanings throughout the Agreement.

(a) Property Owner:	Los Angeles Unified School District (“LAUSD” or “District”), a unified school district existing under the laws of the State of California.
(b) Occupant:	Magnolia Educational & Research Foundation operating that charter school known as Magnolia Science Academy 3 (“Charter School”), a California Charter School.
(c) School Site:	The Charter School shall be located on the following District School Site in accordance with the terms of this Agreement: Curtiss Middle School (“School Site”).
(d) School Site use:	The Charter School shall use the School Site as a public school providing public education to its charter students in accordance with its Charter Petition. The Charter School shall have shared use of the School Site to the extent mutually agreed upon by the parties as set forth in the shared use exhibit attached hereto.
(e) School Year:	This Agreement provides use rights for the 2024-2025 school year.
(f) Date of Occupancy:	The Charter School’s occupancy shall begin ten (10) working days prior to the first day of instruction as identified in the Charter School’s facilities request for the 2024-2025 school year.
(g) Term:	The Term of this Agreement shall expire on June 30, 2025 .
(h) Pro Rata Share Charge:	The Pro Rata Share Charge for the Charter School’s use of the School Site shall be as outlined in Article 4, section 4.1. See Exhibit B for Pro Rata Share Charge for the School Year.
(i) Charter School’s Address for Notices:	Magnolia Science Academy 3 ATTN: Suat Acar, Chief Operating Officer 1254 E Helmick St Carson, CA 90201 Phone No.: 213-628-3634 Email Address: sacar@magnoliapublicschools.org

<p>With a copy to:</p>	<p>_____</p> <p>_____</p> <p>ATTN: _____</p> <p>Phone No.: _____</p> <p>Facsimile No.: _____</p> <p>Email Address: _____</p>
<p>(j) LAUSD’s Address for Notices:</p>	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director of Real Estate & Business Development Phone No.: 213-241-6457 Facsimile No.: 213-241-6784 Email Address: albert.grazioli@lausd.net</p>
<p>With a copy to:</p>	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director, Charter Schools Division Phone No.: 213-241-0399 Facsimile No.: 213-241-2054 Email Address: jose.cole-gutierrez@lausd.net</p>

**SINGLE-YEAR CO-LOCATION
CHARTER SCHOOL FACILITIES USE AGREEMENT**

BY AND BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT,
A UNIFIED SCHOOL DISTRICT DULY ORGANIZED AND EXISTING UNDER THE
LAWS OF THE STATE OF CALIFORNIA,
AS PROPERTY OWNER,

AND

**MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION, OPERATING THAT
CHARTER SCHOOL KNOWN AS MAGNOLIA SCIENCE ACADEMY 3, A CALIFORNIA
CHARTER SCHOOL.**

April 17, 2024

SINGLE-YEAR CO-LOCATION CHARTER SCHOOL FACILITIES USE AGREEMENT

This Single-Year Co-Location Charter School Facilities Use Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California (“LAUSD” or “District”), and **Magnolia Educational & Research Foundation**, operating that charter school known as **Magnolia Science Academy 3** (“Charter School”), a California Charter School (collectively referred to herein as the “Parties”) with reference to the following:

RECITALS

WHEREAS, LAUSD owns certain real property and facilities held in trust for the State of California to benefit all public school children residing in the District’s boundaries;

WHEREAS, Charter School is a charter school operating under the provisions of the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and providing public school instruction to school children residing in the District’s boundaries;

WHEREAS, pursuant to Education Code section 47614 and the State Board of Education’s implementing regulations (California Code of Regulations, Title 5, Section 11969.1 – 11969.11) (“Implementing Regulations”) (Education Code section 47614 and the Implementing Regulations are collectively referred to as “Prop. 39”) as they may be amended by the State Board of Education from time to time, the District has certain obligations to provide reasonably equivalent school facilities to charter schools that are providing public school instruction to school children residing in the District’s boundaries;

WHEREAS, Charter School has made a timely request for facilities in accordance with Prop. 39; and

WHEREAS, LAUSD and Charter School wish to set forth the terms and conditions on which Charter School shall have the right to occupy the School Site for purposes of operating a school, as well as the responsibilities of Charter School with respect to the use and operation thereof, and the rights and responsibilities of LAUSD as the owner of certain real property to be used and the improvements thereon.

NOW, THEREFORE, for good consideration had and received, and the mutual covenants and obligations contained herein, LAUSD and Charter School hereby agree as follows:

ARTICLE 1. GENERAL TERMS

1.1 **Definitions.** Capitalized words and phrases used and not otherwise defined elsewhere in this Agreement shall have the following meanings:

(a) “Applicable Law” means and refers to all present and future, foreseeable and unforeseeable, applicable laws (including, without limitation, the California Education Code, the

California Public Contract Code, the California Building Standards Law and any requirements of the California Division of State Architect), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal government, courts, departments, commissions, boards and offices, and any other governmental body exercising jurisdiction over the School Site or exercising functions similar to those of any of the foregoing, foreseen or unforeseen. The Parties recognize that the laws applicable to the Charter School and the District may vary.

(b) “Environmental Laws” means and refers to all federal, state and local laws, ordinances, court orders and administrative directives, 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, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and California Education Code §§ 17210, et seq., and California Code of Regulations, Title 5, §§ 14010, et seq.

(c) “Hazardous Materials” shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material, or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

(d) “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing, including continuing migration, into the environment of Hazardous Material into or through soil, air, surface water or groundwater.

(e) “District Real Property” shall mean the real property upon which the School Site is located.

(f) “District Premises” shall mean the facilities and other improvements located on the District Real Property together with the District Real Property.

(g) “Charter School Premises” shall mean that portion of the District Premises that is designated to the Charter School’s exclusive use as outlined in this Agreement.

(h) “Charter School Shared Premises” shall mean that portion of the District Premises that is shared with another District school or charter school. The Charter School Shared Premises will be mutually determined by the Charter School and LAUSD in advance by selecting from a menu of possible shared space on the District Premises. The Charter School’s Shared Premises shall be as described and outlined in Exhibit A attached to this.

(i) “Charter School Owned Premises” shall mean facilities and other improvements together with any real property that is owned by the Charter School.

(j) “Deferred Maintenance” shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

1.2 Statutory References and Exhibits. The specific statutory references in this Agreement are to the Statutes and Regulations of the State of California unless otherwise specified. All Exhibits and Attachments are deemed fully incorporated into this Agreement.

ARTICLE 2. FACILITIES, FURNISHINGS AND EQUIPMENT

2.1 Exclusive Use. LAUSD hereby grants to Charter School the exclusive use of that portion of the District Premises as fully described and outlined in Exhibit B.

2.2 Shared Use. LAUSD hereby grants to Charter School the shared use of that portion of the District Premises as fully described and outlined in Exhibit A.

2.3 Delivery of Charter School Premises. Unless the Charter School is already in possession of the Charter School Premises as mutually agreed by the District and the Charter School, the District agrees to have the Charter School Premises furnished, equipped and available for occupancy by the Charter School at least 10 working days prior to the first day of instruction in Charter School’s regular school year for the traditional school calendar.

2.4 Furnishings and Equipment. LAUSD shall provide furnishings and equipment to the Charter School. These furnishings and equipment shall remain the property of LAUSD. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. section 11969.2. All furnishings and equipment located at the Charter School Premises shall be the property of LAUSD unless the Charter School has developed an inventory of the furnishings and equipment that it has

purchased for use on the Charter School Premises. The Charter School's property will be properly inventoried and supported by back-up documentation, such as receipts of purchase or other acceptable form of documentation.

2.5 Telecommunications. The District Premises are wired for telephone and computer data connectivity. The responsibility to provide all communications equipment, excluding phones, computer and related hardware, software, and all required services, shall be the responsibility of the Charter School.

2.6 Title to District Premises. Charter School understands that this Agreement shall provide Charter School with the right to occupy and use the Charter School Premises and Charter School Shared Premises as outlined in this Agreement, and Charter School represents and warrants that Charter School shall not have or assert any ownership right, title or interest to the District Premises based upon its status or possession, occupancy and use of the District Premises.

ARTICLE 3. TERM

3.1 Agreement Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on the date set forth in (g) of the Fundamental Provisions, unless otherwise agreed between the Parties as outlined in an agreement for summer occupancy, as provided in section 3.2 below, or unless terminated as outlined in this Agreement.

3.2 Summer Occupancy. LAUSD and Charter School may agree to the Charter School's access to the District Premises for a period of time in addition to the term described in section 3.1 above, as follows:

(a) At the time of its initial annual application for facilities, submitted to LAUSD not later than the November 1 deadline, Charter School shall provide LAUSD with its request to occupy the District Premises for purposes of conducting a summer session of its educational program, and an approximation of its desired classroom needs and need for shared space.

(b) By May 1, Charter School will provide LAUSD with a projection of enrollment and an exact accounting of the classrooms and shared space needed.

(c) By June 1, LAUSD will provide Charter School with notification of its assigned classroom space and shared space. LAUSD shall make reasonable efforts to provide Charter School with the space Charter School occupied during the term specified in section 3.1 above; provided, however, that if LAUSD assigns space to Charter School that differs from the space that it occupied, it will provide Charter School with such notice at this time. Charter School and LAUSD will jointly sign the notification acknowledging agreement to the summer occupancy.

(d) If Charter School does not occupy the planned space during the term of its requested occupancy, LAUSD shall have the right to charge Charter School for over-allocated space pursuant to the formula set forth in Prop 39 for over-allocated space, pro rated monthly, provided however that the notification provisions of Title 5 CCR section 11969.8 shall not apply.

(e) Charter School understands that custodial staff is assigned to day shifts during the summer to perform deep cleaning of the campus, and that it will have to pay custodial overtime to perform the daily clean-up of summer school activities, just as the District school would have to out of its local control funding budget if it were to host summer school as well.

ARTICLE 4. CHARGES FOR FACILITIES USE

4.1 Definition of Pro Rata Share Charge. The Parties acknowledge and agree that LAUSD may not, pursuant to California law, charge Charter School rent in exchange for its use of the District Premises; provided, however, that LAUSD shall have the right to charge the Charter School an annual fee for use of the District Premises consistent with Education Code section 47614(b) (the “Pro Rata Share Charge”). In exchange for payment of the Pro Rata Share Charge by Charter School, LAUSD shall perform Deferred Maintenance upon the District Premises for the benefit of Charter School. In charging the Pro Rata Share Charge, the District shall not charge the higher oversight fee under Education Code section 47613.

4.2 Calculation of Pro Rata Share Charge. The Pro Rata Share Charge shall be calculated in accordance with Title 5 CCR section 11969.7. When determining Charter School’s facilities costs, Charter School shall only be responsible for facilities payments for those types of facilities spaces used in the District’s calculation of the Pro Rata Share Charge. If the Charter School shares the District Premises, the Charter School shall only be charged the Pro Rata Share Charge on the Charter School Shared Premises on a percentage of its annual usage of the shared premises. The Pro Rata Share Charge shall be determined by calculating the actual square footage of the Charter School’s Premises and the percentage of its usage of Charter School Shared Premises. The Charter School will not be charged a Pro Rata Share Charge for the District Premises that it does not use, but may be charged a proportional Pro Rata Share Charge for shared space needed for the overall operation of the campus as set forth in Title 5 CCR section 11969.7(c). The methodology and the Pro Rata Share Charge for the Term of this Agreement is attached as Exhibit B.

4.3 Disputes as to Payments. If Charter School disputes all or any part of the Pro Rata Share Charge, Charter School shall pay the undisputed portion of the charge per the terms provided in section 4.4 below and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties, at the Charter School’s expense. The Parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in section 22.1 of this Agreement. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the Parties proportionally on the same percentage allocation as the disputed payment amount.

In such instance where Charter School disputes its obligations to pay all or part of the Pro Rata Share Charge, Charter School shall provide LAUSD with a letter or notice entitled “Payment Under Protest” stating that Charter School plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due under section 4.4 or 5.2, as

applicable. The Charter School shall provide further letter to LAUSD specifying in detail why Charter School is not required to pay all or part of such amount within thirty (30) days following the payment due date.

4.4 Assessment Schedule. The Pro Rata Share Charge will be due to LAUSD on a monthly basis in amounts equal to one twelfth of the total Pro Rata Share Charge for the applicable year. The Pro Rata Share Charge will be payable by the Charter School to LAUSD to the Director of LAUSD's Real Estate & Business Development by the 1st day of each month. If Charter School fails to either make timely payment or deposit disputed payments into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties and provide timely notice to LAUSD, LAUSD shall provide Charter School with a notice of non-payment and Charter School shall have ten (10) business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment per section 4.3 above, Charter School authorizes and LAUSD shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Revenue account.

Notwithstanding anything else in this section 4.4 above, Charter School shall have the option to request LAUSD to deduct Charter School's Pro Rata Share Charge from the Charter School's Revenue account.

4.5 Oversight Fee. If District collects a Pro Rata Share Charge, the District may only charge an oversight fee in accordance with Education Code section 47613, which shall not exceed one percent (1%) of the "revenue of the charter school" (as defined in subdivision (f) of Section 47613). If District does not collect a Pro Rata Share Charge, and does not otherwise charge a fee that may be deemed rent, the District may charge an oversight fee in accordance with Education Code section 47613, which shall not exceed three percent (3%) of the "revenue of the charter school." Oversight fees or Pro Rata Share Charges shall be altered by the Parties in accordance with any change in applicable law during the term of this Agreement. Charter School shall pay the oversight fee in accordance with the requirements for the payment of the Pro Rata Share Charge as provided in section 4.4 above.

ARTICLE 5. FEE-FOR-SERVICE CHARGES

5.1 Payment for Services. In addition to the services provided by LAUSD under this Agreement, Charter School may request and LAUSD may, from time to time, provide facilities-related services to Charter School in addition to the services provided in this Agreement, upon mutual agreement by the Parties, and shall charge Charter School for such services ("Fee-For-Service Charges"). Any recurring Fee-For-Service Charges shall be payable by Charter School on a monthly basis as set forth in section 4.4 above. One-time Fee-For-Service Charges, will be charged to Charter School on a monthly basis, and will be accompanied by an invoice that reflects the nature of the services delivered, the rate charged, and the degree of completion. A copy of any applicable LAUSD order form or job ticket shall also be enclosed with the invoice. To the extent that Charter School has requested services for which a flat monthly fee is charged, such Fee-For-Service Charges shall be prorated for any partial month. These Fee-For-Service Charges will not

be deducted by LAUSD from the Charter School's Revenue account or offset against any monies owing to the Charter School.

5.2 Timely Payment. Charter School will pay any Fee-For-Service Charges by check or cash within twenty (20) days following the receipt of the invoice. If Charter School fails to pay the Fee-For-Service Charges, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount is due until the date paid.

5.3 Timely Charges. The Parties agree that no amounts may be charged or disputed for services that have been delivered over a period that exceeds twelve (12) months, and that Charter School will have no obligation to pay any amounts charged pursuant to an order or request for services that is more than twelve (12) months old, regardless of whether the services have been delivered and/or completed.

5.4 Disputes as to Payments. If Charter School disputes all or any part of the Fee-For-Service Charges, Charter School shall pay the undisputed portion of the charge per the terms provided in sections 5.1 and 5.2 above, and shall handle the disputed portion as set forth in section 4.3 above.

ARTICLE 6. INSURANCE

6.1 Charter School's Insurance. Charter School, at Charter School's sole cost and expense, shall both obtain and keep in full force and effect, beginning on the Effective Date and continuing until this Agreement terminates, the following insurance policies for the District Premises, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

(a) Liability Insurance. Commercial general liability insurance with respect to the District Premises and Charter School Owned Premises, if any, and the operations of or on behalf of Charter School in, on or about the District Premises, including but not limited to: bodily injury, sexual molestation coverage, automobile liability coverage (if Charter School owns vehicles), product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the Charter School as required by LAUSD as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of LAUSD. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the charter school's insurance primary, provided however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter School.

(b) Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard “All Risks” coverage, including sprinkler leakage, insuring all of Charter School’s trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property (“Charter’s Property”) in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain: (i) coinsurance or contribution clauses, (ii) a replacement cost endorsement, and (iii) a waiver of subrogation in favor of LAUSD. With regard to such property insurance, LAUSD agrees that Charter School shall have the right to participate in insurance policies obtained by LAUSD where such policies are less expensive or otherwise more advantageous to Charter School than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that Charter School has no obligation hereunder to purchase earthquake coverage.

(c) Workers’ Compensation, Employer Liability. Workers’ compensation insurance in accordance with provisions of the California Labor Code adequate to protect the charter school from claims that may arise from its operations pursuant to the Workers’ Compensation Act, and employer’s liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(d) Fidelity Bond. Fidelity bond coverage for all of Charter School’s employees and who handle, process, or otherwise have responsibility for Charter School’s funds, supplies, equipment or other assets. Minimum amount of coverage shall be One Million Dollars (\$1,000,000) per occurrence, with no self-insurance retention.

6.2 Insurance Policy Criteria. All policies of insurance required to be carried by Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard LAUSD requires for non-charter public schools [A.M. Best A-, VII or better]. Any such insurance required of Charter School hereunder may be furnished by Charter School under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to LAUSD prior to the date Charter School is given the right to possession of the District Premises, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. In addition, LAUSD and the Board of Education of the City of Los Angeles shall be named as an additional insured on the liability policies and a loss payee on the property coverages for the District Premises. LAUSD may, at any time and from time to time, upon reasonable notice to Charter School and at no cost to Charter School, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of Charter School under this Agreement.

6.3 Failure to Obtain Insurance. If Charter School fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any Applicable Law, LAUSD may (but without obligation to do so), and with concurrent notice to Charter School, perform such obligations on behalf of Charter School, and the cost thereof, together with interest thereon at the Interest Rate from the

date of demand until paid, shall become due and payable as additional payment by Charter School to LAUSD.

6.4 Reimbursement. Charter School shall reimburse LAUSD for cost of the premiums paid by LAUSD for the insurance carried by LAUSD pursuant to the terms of section 6.3 herein, in accordance with section 5.2. Such amounts will be payable by check, and may not be deducted by LAUSD from Charter School's Revenue account.

6.5 District Insurance. During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the District Premises and any District-owned personal property) in amounts equal to that which would be in place if the District Premises were occupied by another school of the District. For services provided by the District to the Charter School, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

ARTICLE 7. USE OF PREMISES

7.1 Use. Charter School shall use the District Premises for the operation of a school serving school students consistent with the terms of the Charter School's charter, and incidental related uses, such as educational and extracurricular uses, with such use being subject to the terms of this Agreement and all Applicable Law.

7.2 Civic Center Use. Although Charter School shall have the exclusive use of the Charter School Premises, LAUSD, with the prior consent of Charter School, may agree to make the Charter School Premises available to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.). If Charter School authorizes access to Charter School Premises pursuant to Civic Center Act, Charter School assumes the risk of loss or damage to property as a result of that access.

LAUSD shall have the right to provide use of Charter School Shared Premises to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.); provided, however, that Charter School shall have first right of use of Charter School Shared Premises if Charter School has timely scheduled use of the Charter School Shared Premises with the local LAUSD school principal by May 15 for the period of July through December, and November 15 for the period of January through June, or prior to LAUSD granting use and/or access to a third party.

7.3 Compliance with Laws. The District is not aware of any defect in or condition of the District Premises that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the District Premises that calls into question the appropriateness or sufficiency of the District Premises for their intended purpose. The District discloses that the District Premises may not be in compliance with statutes, ordinances, regulations, orders or holdings that were subsequently enacted or issued after the construction of the District Premises and the District offered the Charter School Premises and Charter School

Shared Premises based upon the information Charter School disclosed in its Prop. 39 facilities request or otherwise disclosed to the District.

Charter School agrees to use and occupy the District Premises in accordance with all Applicable Law. LAUSD acknowledges that Charter School shall not be responsible for repairs, replacements, alterations, renovations or other modifications or improvements that may result from the District Premises' failure to comply with Applicable Laws unless legal non-compliance or the requirement to comply with current Applicable Laws is the result of an act or omission of Charter School. LAUSD agrees that Charter School shall not be liable for any harm, injury, or other liability resulting from the District Premises' failure to comply with Applicable Laws. Notwithstanding anything herein to the contrary, Charter School shall only be responsible for the District Premises' compliance with Environmental Laws, the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) access rights to the extent Charter School makes any modifications or improvements to the District Premises. Charter School shall not be responsible for any and all environmental conditions which existed on, below, above or around the District Premises prior to the Charter School's occupancy of the District Premises or caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

7.4 Compliance with Charter Petition. Charter School shall, at its sole cost and expense, promptly and at all times comply with the terms and provisions of the Charter School's charter, as it may be amended or renewed by LAUSD or its chartering agency. Notwithstanding the forgoing, if this Agreement conflicts with any provision in the Charter School's charter this Agreement shall supersede the charter.

7.5 Continuous Use. Charter School shall uninterruptedly operate a school at the District Premises during the Term of this Agreement.

7.6 Finger Printing. Each party shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in the Education Code.

7.7 Shared Use. If the District Premises are shared with another District school or program or one or more other charter schools, the use of the Charter School Shared Premises shall occur in accordance with the Shared Use Agreement, attached hereto as Exhibit A. The Shared Use Agreement shall be negotiated in good faith and terms shall be mutually entered into between the Charter School and the LAUSD host school principal.

ARTICLE 8. ALTERATIONS AND SIGNAGE

8.1 Alterations. During the Term of this Agreement, Charter School shall have no right to make alterations, additions, or improvements to the District Premises, which shall include modular classrooms ("Alterations"), unless previously approved by LAUSD and in accordance with conditions set forth by LAUSD in the approval letter delivered by LAUSD or otherwise mutually agreed in writing. Charter School may submit a request to make Alterations to the District Premises and LAUSD agrees to act upon a timely and complete request by Charter School

within thirty (30) days. If LAUSD fails to provide a response to Charter School within thirty (30) days regarding any such timely and complete request the request shall be deemed approved. Any alterations, additions, or improvements must not cause the District Premises to be incompatible with the operation of a school within the public system of the City of Los Angeles, and must be made in compliance with all Applicable Laws and LAUSD policies. Unless otherwise agreed in writing, the Charter School maintains its ownership rights in any Alterations and may be allowed to remove the same at termination of this Agreement and restore the property to the condition reasonably equivalent to that existing prior to Alteration at Charter School's expense.

8.2 Signage. Charter School may install signage at the District Premises, including one sign at the Charter School's main entrance stating the charter school name and other pertinent information, a sign indicating the main office of the Charter School, and other directional signs as appropriate. The signage shall not require any Alterations to the District Premises in order to erect such signage. Such signage shall be in compliance with any District standards previously made available to Charter School and Charter School's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. The Charter School may place additional signs on the property with prior LAUSD approval.

ARTICLE 9. SURRENDER; END OF THE TERM

9.1 Surrender of District Premises. On the last day of the Term hereof, Charter School shall surrender to LAUSD the District Premises, vacant and in the same condition as when received or made, ordinary wear and tear excepted, free and clear of any liens or encumbrances. All Alterations made by or for Charter School, whether temporary or permanent in character, made either by LAUSD or Charter School, shall, unless otherwise agreed to by the District, be removed and the District Premises shall be surrendered to LAUSD upon expiration of the Term or termination of this Agreement and the property shall be restored to the condition existing prior to Alteration at the expense of Charter School. If any Alterations are made, at least thirty (30) days prior to the last day of the Term hereof, Charter School shall provide the District with its plan of removal and restoration, and the District may require modifications to said plan to ensure that the premises are restored to substantially the same condition they were in prior to Charter School occupancy. By the last day of the Term, Charter School shall remove completely all of Charter School's personal property, including moveable furniture, trade fixtures, and equipment not attached to the District Premises, and repair all damage caused by such removal. Any of Charter School's personal property not so removed shall, with the exception of any modular classrooms purchased by Charter School, after written notification to the Charter School, at the option of LAUSD, automatically become the property of LAUSD upon the expiration or termination of this Agreement or 15 business days following written notification to the Charter School. Thereafter, LAUSD may retain or dispose of in any manner the personal property not so removed, without any notice or liability whatsoever to Charter School.

9.2 Compliance with Applicable Law. All removal of property is subject to Applicable Law, including any local permits and/or approval by the Division of State Architect of the State Department of General Services.

ARTICLE 10. HOLDING OVER

10.1 Holding Over. Charter School shall surrender possession of the District Premises immediately upon the expiration of the Term or earlier termination of this Agreement. Absent a written agreement to the contrary, Charter School will not be permitted to hold over possession of the District Premises after such expiration or earlier termination of the Term without the express written consent of LAUSD, which consent LAUSD may withhold in its sole and absolute discretion. Any holdover by Charter School shall constitute a breach of this Agreement by Charter School entitling LAUSD to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

During any hold over period, Charter School shall: (i) not occupy and use the District Premises during the hold over period except to remove its personal property and Alterations as it has coordinated with LAUSD; and (ii) authorize LAUSD to deduct \$100 per day (or any portion thereof) from Charter School's monthly revenue account commencing on the sixth day of the hold over and said per day rate shall increase by 100% for each 15 day period thereafter; provided, however, that these hold over provisions shall not apply to those situations where Charter School previously made a timely and legally sufficient request under Prop. 39 for the school year to commence after the last day of the Term of this Agreement, LAUSD made a facilities offer and Charter School accepted, and there is a delay in the delivery of the facilities.

ARTICLE 11. LAUSD'S ACCESS AND OBLIGATIONS

11.1 Entry. LAUSD and its authorized representatives shall have the right, after forty-eight (48) hours prior written notice to Charter School, to enter the District Premises during normal business hours for the purpose of inspection and audit ("Inspection"); or to perform Deferred Maintenance in or on the District Premises pursuant to a request from Charter School or in accordance with the five year plan for Deferred Maintenance to be updated annually by LAUSD's Maintenance and Operations Branch in consultation with Charter School as set forth below. Nothing in this section shall prevent LAUSD from entering the District Premises to address an emergency upon the District Premises nor shall this provision restrict the LAUSD Charter Schools Division's authority to enter the District Premises without advanced notice to perform its general oversight responsibilities under the terms of Charter School's charter and Applicable Law. An "emergency" shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the District Premises, or circumstances that risk further imminent damage or destruction to the District Premises, or otherwise jeopardizes the operation of the District Premises including, but not limited to, the safety and sanitary condition of the District Premises.

11.2 Right to Perform. If Charter School fails to perform any covenant or condition to be performed by Charter School, LAUSD and its authorized representative shall have the right to enter the District Premises during normal business hours for the purpose of performing such

covenant or condition at LAUSD's option after ten (10) days written notice to and failure to perform by Charter School or to provide notice to LAUSD pursuant to section 16.1(b) of this Agreement. Charter School shall reimburse LAUSD, in accordance with section 5.2 above, for all reasonable costs incurred in so performing. Any performance by LAUSD of Charter School's obligations shall not waive or cure such default. LAUSD may perform Charter School's defaulted obligations at Charter School's sole cost and expense.

11.3 Other. LAUSD shall have the right after forty-eight (48) hours prior written notice to Charter School to enter the District Premises at all reasonable times during usual business hours for the purpose of exhibiting the same to prospective purchasers or mortgagees or charter schools thereof.

11.4 Obligation to Inspect. On an annual basis, LAUSD's Maintenance and Operations Division will inspect the District Premises and deliver a copy of their inspection to the Charter School prior to commencement of its occupancy. It is understood and agreed by the Parties that LAUSD will bear the sole cost and responsibility for such inspection.

11.5 Deferred Maintenance Plan and Services. The Parties acknowledge and agree that LAUSD has certain obligations to deliver Deferred Maintenance to the District Premises in exchange for Charter School's Pro Rata Share Charge payments. In furtherance of its obligations, LAUSD shall maintain or cause to be maintained a "Deferred Maintenance Plan" for the District Premises. The Deferred Maintenance Plan shall include a schedule and description of Deferred Maintenance services to be delivered by LAUSD to Charter School to cover the Term of this Agreement; provided, however, that the Parties acknowledge that there may not be any scheduled Deferred Maintenance services conducted during the term of this Agreement pursuant to LAUSD's five year plan. LAUSD shall deliver the Deferred Maintenance Plan to Charter School before July 31 of the year of Charter School's occupancy. In addition to the services set forth in the Deferred Maintenance Plan, Charter School may request additional Deferred Maintenance services or accelerated service by telephoning LAUSD's Maintenance Operations Division. LAUSD shall, whenever feasible and without jeopardizing priority maintenance services to other schools, perform such additional or accelerated Deferred Maintenance services for Charter School. LAUSD acknowledges and agrees that it will carry out its responsibilities pursuant to this section 11.5 in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Law and LAUSD policies. LAUSD further acknowledges and agrees that all work it is obligated to perform pursuant to this section 11.5 will be timely commenced and diligently prosecuted through completion.

11.6 Maintenance and Operations. Maintenance and Operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment.

LAUSD shall solely be responsible for performing M&O on the Charter School Premises and the Charter School Shared Premises to maintain a good, safe and sanitary condition. Charter School shall not be responsible to perform any M&O services. LAUSD shall provide M&O services to the Charter School pursuant to LAUSD's M&O standards and policies and shall

provide these services at a service level similar to that provided to LAUSD public schools. Costs of M&O services are included in the Pro Rata Share Charge (Facilities Costs) which are paid by the Charter School and determined by calculating the actual square footage of the Charter School's Premises and the percentage of Charter School's usage of the Charter School Shared Premises. The Pro Rata Share Charge (Facilities Costs) rate and calculation methodology are attached hereto as Exhibit B. If the Charter School requests any additional facilities-related services that are above and beyond the service level provided to LAUSD public schools and which are not included in the Pro Rata Share Charge (Facilities Costs) but have been agreed to be provided by LAUSD, costs of said services will be charged to the Charter School on a fee-for-service basis as set forth in Article 5 above. Fee-For-Service Charges shall be based upon rates that will be updated by LAUSD and circulated to the Charter School prior to July 31 and which shall be in effect through at least July 31 of the next year.

If and when the Charter School needs additional M&O services and these have been agreed to be provided by LAUSD, Charter School may request said services from LAUSD's Maintenance and Operations Branch by contacting the Complex Project Manager (CPM) for the School Site. The current CPM directory can be found at: <https://achieve.lausd.net/Page/1370>, and an estimate for the requested services will be delivered to Charter School within five (5) working days of the request. Charter School shall report service calls to the School Site plant manager. Only in case of an M&O related emergency, Charter School may call the Service Line Hotline at (213) 745-1600 (M-F 6:30am – 5:00pm); for all M&O related emergencies outside of these hours, Charter School shall contact the LAUSD School Police Department at (213) 625-6631. To the extent a service is being delivered on a long-standing or continuous basis, it is understood and agreed by the Parties that such request for services must be renewed at the outset of each school year to be a validly enforceable obligation.

11.7 Pest Management. Notwithstanding anything provided in this Agreement, LAUSD shall provide the pest management for the District Premises in accordance with LAUSD's Integrated Pest Management Program policy upon written notice to Charter School of its intention to do so. The schedule upon which the pest management service will be provided, as well as the estimated cost of such pest management service. Charter School shall pay the reasonable and customary fee or charge for said pest management service in accordance with Article 5 above.

ARTICLE 12. LIENS

12.1 Liens. Charter School shall not suffer or permit any liens to stand against the District Premises, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If, as a result of work performed by or under the direction of the Charter School, any such lien shall at any time be filed against the District Premises, the Charter School shall provide written notice thereof to the District as soon as notice of such lien or action comes to the knowledge of the Charter School. The Charter School shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by LAUSD to subject its estate in the District Premises or any estate that may be construed in favor of Charter School under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

12.2 Release of Liens. If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by the Charter School whose dealings gave rise to the lien and without releasing the Charter School from any of its obligations, may cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien. The Charter School shall pay to the District any sum paid by the District to remove such liens in accordance with section 5.2 above.

ARTICLE 13. ALLOCATION OF RISK

13.1 Indemnity. LAUSD and Charter School hereby agree and acknowledge that the relationship between LAUSD and Charter School is solely a landlord/Charter School type relationship and not a principal/agent relationship. Charter School and LAUSD are acting on their own behalf in operating from the District Premises any school thereon (or any other purpose(s) thereupon) and neither is operating as an agent of the other.

To the fullest extent permitted by law, Charter School and LAUSD shall indemnify, defend and protect each other and their affiliates, successors and assigns, and their officers, directors, shareholders, board members, other members, partners, agents and employees (sometimes referred to as the “Indemnified Party” or sometimes collectively referred to as the “Indemnified Parties”) and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys’ fees) incurred in connection with or arising from any cause (i) in Charter School’s or LAUSD’s use or occupancy of the District Premises, or (ii) in connection with Charter School’s or LAUSD’s operations at the District Premises, including without limiting the generality of the foregoing:

(a) any default by Charter School or LAUSD in the observance or performance of any of the terms, covenants or conditions of this Agreement;

(b) the use or occupancy of the District Premises by Charter School or LAUSD or any person claiming by, through or under Charter School or LAUSD, or their employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the District Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, “Liability”; collectively, “Liabilities”); and

(c) any claim by a third party that Charter School or LAUSD is responsible for any actions by the other party in connection with any use or occupancy of the District Premises or in any way related to this Agreement.

Notwithstanding anything to the contrary set forth in this Section, the provisions of this section 13.1 shall not apply to the extent that all or part of the Liabilities are due to the gross negligence or willful misconduct of the Indemnified Parties or due to the breach of the Indemnified Party’s obligations under this Agreement. The provisions of this section 13.1 shall survive the expiration or sooner termination of this Agreement.

Charter School or LAUSD shall, upon request by Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Parties on the following terms and conditions:

(a) The party requesting the benefits of this section 13.1 shall deliver to the other party a written request for defense of a Liability. The receiving party shall have thirty (30) days after the date of the receipt of the request to determine whether the request for defense is appropriate and deliver either a written notice of assumption of defense or rejection of request (“Notice”). If the receiving party denies the request, the requesting party may defend such Liability and pursue any rights or remedies available at law for the rejection of the request.

(b) If the request for defense has been accepted, such defense shall be conducted by reputable attorneys retained by Charter School or LAUSD, as applicable, selected from a list approved by Charter School or LAUSD, as applicable, all at Charter School’s or LAUSD’s sole cost and expense. In the event the interests of Charter School or LAUSD and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Charter School or LAUSD, as applicable, shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(c) If Charter School or LAUSD fails to deliver the Notice or fails to choose counsel from the other party’s approved list, Charter School or LAUSD shall conclusively be bound by and be liable for all liability suffered or incurred by such Indemnified Party, including without limitation, the amount of any judgment, settlement, compromise, fine or penalty, and all costs and fees of counsel incurred by such Indemnified Party in connection therewith, whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

(d) Charter School and LAUSD agree to promptly notify each other of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Charter School or LAUSD, or any of their directors, officers, agents or employees, in connection with the matters covered hereby.

ARTICLE 14. DAMAGE AND DESTRUCTION

14.1 Notice to LAUSD. Charter School shall provide written notice to LAUSD immediately of any casualty that wholly or partially damages or destroys the Charter School Premises or Charter School Shared Premises.

14.2 If there is damage or destruction, in whole or in part, to the Charter School Premises or Charter School Shared Premises:

(a) Unsafe Access or Use. If Charter School and LAUSD determine that all or substantially all of the Charter School Premises and/or Charter School Shared Premises are inaccessible or unusable by Charter School in a safe manner, then the Parties may mutually agree to terminate this Agreement.

(b) Safe Access or Use. If Charter School and LAUSD determine that Charter School can safely continue its educational program from the Charter School Premises, Charter School may elect to continue the Agreement in effect; provided, that Charter School's Pro Rata Share Charge shall be adjusted proportionately for that portion of the Charter School Premises and/or Charter School Shared Premises that Charter School cannot and relinquishes use of.

(c) Upon mutual agreement between the Parties, Charter School may elect to pay LAUSD for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by LAUSD. If Charter School exercises such option, this Agreement shall continue in full force and effect but the Pro Rata Share Charge and all other charges, expenses and fees shall be proportionately reduced as provided in section 14.2(b).

(d) If this Agreement is terminated pursuant to this section 14.2, LAUSD shall make best efforts to house Charter School's entire program that was conducted at the Charter School Premises in a single facility for the remainder of the Charter School's planned school year. If LAUSD cannot provide Charter School with a single facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program that was conducted at the Charter School Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the District Premises or at other District real property that LAUSD deems appropriate; provided, that pursuant to section 47614(b)(1) of the Education Code, nothing herein shall obligate LAUSD to expend unrestricted general fund revenues.

ARTICLE 15. EMINENT DOMAIN

15.1 Termination of Agreement. This Agreement shall terminate if all of the Charter School Premises or Charter School Shared Premises are permanently taken under the power of eminent domain. If only a part of the Charter School Premises or Charter School Shared Premises is permanently taken under the power of eminent domain, LAUSD or Charter School may elect to terminate this Agreement by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Agreement, the Pro Rata Share Charge shall be proportionately reduced based on the portion of the Charter School Premises or Charter School Shared Premises rendered unusable, and LAUSD shall restore the Charter School Premises or Charter School Shared Premises by constructing a demising wall deemed necessary by LAUSD to separate the Charter School Premises or Charter School Shared Premises from the portion permanently taken. In the event LAUSD terminates this Agreement pursuant to this section, LAUSD shall make best efforts to house Charter School's entire program in a contiguous facility for the remainder of the Charter School's planned school year. If LAUSD cannot house the Charter School's entire program in a single contiguous facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program across multiple facilities or by use of temporary modular classrooms.

15.2 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the District Premises, LAUSD shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the District Premises. Nothing contained in this Article 15 shall be deemed to give LAUSD any

interest in or to require Charter School to assign to LAUSD any separate award as designated by the condemning authority made to Charter School for (i) the taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's relocation expenses.

15.3 Temporary Taking. No temporary taking of the Charter School Premises or Charter School Shared Premises or any part of the Charter School Premises or Charter School Shared Premises and/or of Charter School's rights to the Charter School Premises or Charter School Shared Premises or under this Agreement shall terminate this Agreement or give Charter School any right to any abatement of any payments owed to LAUSD pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to LAUSD, except as to compensation for (i) the temporary taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's temporary relocation expenses.

ARTICLE 16. CHARTER SCHOOL'S DEFAULT; LAUSD'S REMEDIES

16.1 Charter School's Default. The occurrence of any one of the following events shall be considered a default of this Agreement by Charter School:

(a) The failure of Charter School to pay any charges or fees due and payable hereunder pursuant to the provisions of sections 4.4 or 5.2, as applicable, or otherwise provided herein; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

(b) The failure of Charter School to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. LAUSD shall provide Charter School with written notice of default and Charter School shall have ten (10) business days to provide a response to LAUSD either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by LAUSD within which Charter School will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by LAUSD to Charter School without prior written agreement by LAUSD. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

(c) Charter School's abandonment of the Charter School Premises for a period of thirty (30) consecutive days, it being agreed that the fact that any of Charter School's property remains in the Charter School Premises shall not be evidence that Charter School has not vacated or abandoned the Charter School Premises; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Charter School Premises.

(d) The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School of a petition to have Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Charter School Premises, or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Charter School Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

(e) Any failure by Charter School to execute and deliver any statement or document described in Article 20 below within a reasonable period of time after LAUSD's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

(f) The assignment, subletting or other transfer of this Agreement in violation of Article 18.

(g) The cessation of Charter School's program after a revocation, nonrenewal or surrender of the charter to the granting agency. However, Charter School shall not be in default of this Agreement until after Charter School has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

16.2 LAUSD's Remedies.

(a) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from LAUSD of such default, LAUSD shall have the right, in addition to all other rights available to LAUSD under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing Charter School with a ninety (90) day prior written notice of termination. Upon termination, LAUSD may recover any damages proximately caused by Charter School's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by LAUSD in an effort to mitigate damages, as well as any other damages which LAUSD is entitled to recover under any statute now or later in effect.

(b) In accordance with Civil Code section 1951.4 (or any successor statute), Charter School acknowledges that in the event Charter School has breached this Agreement and abandoned the District Premises, this Agreement shall continue in effect for so long as LAUSD does not terminate Charter School's right to possession, and LAUSD may enforce all its rights and remedies under this Agreement, including the right to recover the Pro Rata Share Charge as it becomes due under this Agreement and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Charter School Premises or Charter School Shared Premises or

the appointment of a receiver upon initiative of LAUSD to protect LAUSD's interest under this Agreement shall not constitute a termination of Charter School's right to possession. In addition to its other rights under this Agreement, LAUSD has the remedy described in Civil Code section 1951.4.

(c) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from LAUSD of such default, LAUSD shall also have the right, with or without terminating this Agreement, to enter the Charter School Premises or Charter School Shared Premises and remove all persons and personal property from the District Premises, such property being removed and stored in a public warehouse or elsewhere at Charter School's sole cost and expense. No removal by LAUSD of any persons or property in the District Premises shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by LAUSD in writing, or decreed by a court of competent jurisdiction. LAUSD's right of entry shall include the right to remodel the Charter School Premises or Charter School Shared Premises and re-let the Charter School Premises or Charter School Shared Premises. Any payments made by Charter School or third party to whom the facilities are re-let shall be credited to the amounts owed by Charter School under this Agreement. No entry by LAUSD shall prevent LAUSD from later terminating this Agreement by written notice.

(d) If Charter School fails to perform any covenant or condition to be performed by Charter School within a the time period specified in this Agreement after Charter School received written notice of such failure from LAUSD, LAUSD may perform such covenant or condition at its option, after notice to Charter School. In the event of an emergency, LAUSD has the right to perform such activity to mitigate the impact of the emergency. All reasonable costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by Charter School in accordance with section 5.2 hereof. Any performance by LAUSD of Charter School's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by LAUSD in collecting payments due, or enforcing the obligations of Charter School under this Agreement shall be paid by Charter School to LAUSD in accordance with section 5.2 hereof.

(e) The rights and remedies of LAUSD set forth herein are not exclusive, and LAUSD may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 17. LAUSD'S DEFAULT; CHARTER SCHOOL'S REMEDIES

17.1 LAUSD's Default. LAUSD shall be considered in default of this Agreement for failure by LAUSD to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case LAUSD shall perform its obligations immediately). Charter School shall provide LAUSD with written notice of default and LAUSD shall have ten (10) business days to provide a response to Charter School either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to Charter School within which LAUSD will diligently prosecute the same to completion. In no event shall such default continue

for more than ninety (90) days after written notice thereof by Charter School without prior written agreement by Charter School.

17.2 Charter School's Remedies. If LAUSD fails to perform any covenant or condition to be performed by LAUSD within the time period specified in section 17.1 after LAUSD received written notice of such failure from Charter School, Charter School shall have the right to withhold payment as its remedy for LAUSD non-performance, as specified in Article 4 or Article 5 of this Agreement. In the event of an emergency, Charter School has the right to perform such activity to mitigate the impact of the emergency. All out-of-pocket, reasonable costs and expenses actually incurred by Charter School as a result of LAUSD's failure to perform under this Agreement, in collecting payments due, or enforcing the obligations LAUSD under this Agreement shall be paid by LAUSD to Charter School within thirty (30) days of written demand therefor.

The rights and remedies of Charter School set forth herein are not exclusive, and Charter School may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 18. ASSIGNMENT AND SUBLETTING

18.1 No Assignment or Subletting. Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or lease or sublet all or any part of the District Premises without LAUSD's prior written consent. LAUSD and Charter School acknowledge and agree that this Agreement is being entered into so that Charter School may operate a charter school. Charter School acknowledges and agrees that it has no right to assign or sublease this Agreement. Any purported transfer shall be void. No consent to transfer shall constitute a waiver of the provisions of this Article 18.

ARTICLE 19. HAZARDOUS MATERIALS

19.1 Compliance with Laws. Charter School shall comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the Charter School Premises and Charter School Shared Use Premises, including but not limited to, air, soil and ground water conditions. Charter School shall not use Hazardous Materials on, under or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws; provided, however, that Charter School may use normal and customary cleaning solutions and office supplies so long as the use of such solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that Charter School may use normal and customary chemicals for classroom use so long as the use of such chemicals are in quantities and in a manner wholly consistent with all applicable school standards and approved by LAUSD'S Office of Environmental Health and Safety (OEHS). Without limiting the generality of the foregoing, Charter School shall not transport, use, store, maintain, generate, manufacture, handle, dispose, Release or discharge any Hazardous Material upon or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws during the Term of this Agreement. In addition, Charter School shall be cognizant of activities that it conducts on the Charter School Premises and Charter School Shared Use Premises which may be considered to be a "project" under CEQA.

Prior to engaging in any activity which may trigger CEQA compliance, Charter School shall notify LAUSD of the need for possible environmental review of such activity.

19.2 Notice. Charter School will promptly notify LAUSD in writing if Charter School has or acquires actual notice or knowledge that any Hazardous Material has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws. Charter School shall promptly provide copies to LAUSD of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the conditions of the Charter School Premises and Charter School Shared Use Premises or compliance with Environmental Laws. Charter School shall promptly supply LAUSD with copies of all written notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. To the extent Charter School has actual knowledge of the same, Charter School shall promptly notify LAUSD of any liens threatened or attached against the Charter School Premises and Charter School Shared Use Premises pursuant to any Environmental Laws.

19.3 Inspection. LAUSD and LAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by LAUSD ("LAUSD Parties"), may (but without the obligation or duty to do so), at any time and from time to time, on not less than two (2) business days' written notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Charter School Premises and Charter School Shared Use Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Article 19, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as LAUSD and Charter School may agree. Charter School will comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763.

19.4 Indemnification. Except to the extent of LAUSD's and LAUSD Parties' negligence or willful misconduct, Charter School shall indemnify, defend (by counsel reasonably approved in writing by LAUSD), protect, save and hold harmless LAUSD and LAUSD Parties from and against any and all Claims arising from any breach of Charter School's covenants under this Article 19.

19.5 LAUSD Disclosures. To the best knowledge of LAUSD and unless identified in Exhibit C attached hereto and incorporated herein or otherwise disclosed to Charter School, the District Premises has not been used to treat, store, process, or dispose of Hazardous Materials, except for normal and customary cleaning solutions and office supplies in quantities and in a manner wholly consistent with all applicable Environmental Laws and normal and customary chemicals used in the course of LAUSD's programs, and to the best knowledge of LAUSD there is no Release nor has there ever been any Release of such Hazardous Materials at, on, about or under the District Premises which would give rise to a cleanup or remediation obligation under any applicable federal, state or local Environmental Laws or under common law. LAUSD discloses that it presumes many of the LAUSD school campuses have asbestos, including

insulation or flooring, lead, and possibly other Hazardous Materials that were acceptable for use from the time of the construction of the District Premises to the present or undiscovered to date. Charter School should use the District Premises with such presumption in mind.

LAUSD hereby indemnifies, defends (by counsel reasonably approved in writing by Charter School), protects, saves and holds harmless Charter School from and against any and all loss, liability, damage, cost, expense or claim arising from (a) any breach of LAUSD's representations and warranties contained in this Agreement; or (b) any and all environmental conditions caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

ARTICLE 20. NOTICE

20.1 Notice. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery), addressed as provided in section 22.24, except as otherwise provided above. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above, or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. LAUSD and Charter School hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or Charter School's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article 20.

ARTICLE 21. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

21.1 Obligations of Charter School. This Agreement and the rights granted to Charter School by this Agreement are and shall be subject and subordinate at all times to all deeds of trust or mortgages now or later affecting or encumbering all or any part of the District Premises and/or any ground or underlying leasehold estate; provided, however, any such subordination shall be subject to the execution of a non-disturbance agreement reasonably acceptable to Charter School by LAUSD under the deed of trust or mortgage; and provided, further, however, that if LAUSD elects at any time to have Charter School's interest in this Agreement be or become superior, senior or prior to any such instrument, then upon receipt by Charter School of written notice of such election, Charter School shall immediately execute all necessary and reasonable subordination instruments or other reasonable documents confirming the subordination of such mortgage or deed of trust to this Agreement.

21.2 LAUSD's Right to Assign. LAUSD's interest in this Agreement may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Agreement shall

empower Charter School to do any act without LAUSD's prior consent which can, shall or may encumber the title of the owner of all or any part of the District Premises.

21.3 Attornment by Charter School. In the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall attorn to and recognize the beneficiary or purchaser at the foreclosure sale, as Charter School's landlord under this Agreement, and Charter School agrees to execute and deliver at any time upon request of such beneficiary, purchaser, or their successors, any instrument to further evidence such attornment. Charter School hereby waives its right, if any, to elect to terminate this Agreement or to surrender possession of the District Premises in the event of any such mortgage or deed of trust foreclosure.

21.4 Non-Disturbance. Notwithstanding any of the provisions of this Article to the contrary, in the event of the cancellation or termination of any or all other agreements affecting all or any part of the District Premises in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or in the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall be allowed to occupy the District Premises and this Agreement shall remain in effect, subject to the terms of this Agreement.

ARTICLE 22. MISCELLANEOUS

22.1 Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an employee(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request

for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

22.2 Merger. The voluntary or other surrender of this Agreement by Charter School, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of LAUSD, terminate all or any existing subleases or subtenancies, or may, at the option of LAUSD, operate as an assignment to it of Charter School's interest in any or all such subleases or subtenancies.

22.3 Relationship. The relationship between LAUSD and Charter School is not and shall not be deemed or construed either as a partnership or as a joint venture.

22.4 Quiet Enjoyment. Provided Charter School has performed all of the terms, covenants, agreements and conditions of this Agreement, including the payment of all other sums due hereunder, Charter School shall peaceably and quietly hold and enjoy the District Premises for the Term hereof, but subject to the provisions and conditions of this Agreement, against LAUSD and all persons claiming by, through or under LAUSD. Charter School's right to use the District Premises as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any Applicable Law now in force or which may hereafter be in force.

22.5 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22.6 Captions. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement of the intent of any provision hereof.

22.7 Amendment. No amendment or modification to this Agreement shall be effective for any purpose unless in writing signed by LAUSD and Charter School indicating an intent to modify this Agreement.

22.8 Choice of Law. This Agreement shall be governed by the laws of the State of California.

22.9 Interpretation. This Agreement shall be deemed to be jointly prepared by both Parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

22.10 Attorneys' Fees. In the event either party should commence an action against the other to enforce any obligation set forth herein, the unsuccessful party shall pay to the prevailing party its costs of litigation or arbitration, including reasonable attorneys' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

22.11 Counterparts and Electronic Execution. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart may be delivered by electronic mail (in electronic format such as .pdf or .tif or other accepted format) and shall be effective as delivery of a manually executed and personally delivered counterpart to create a validly executed instrument.

22.12 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

22.13 Successors and Assigns. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto; provided, however, that the terms of this Agreement shall be binding, without exception or limitation, against any school district(s) or similar governmental agency that may be created as a subset of or successor to LAUSD as owner of the District Premises or as chartering agency with respect to the Charter Petition, as it may be extended or amended from time to time.

22.14 Time Is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

22.15 Gender. As used herein, the neuter gender includes the feminine and the masculine, the masculine includes the feminine and the neuter, and the feminine includes the masculine and the neuter; and each includes corporation, partnership or other legal entity when the context so requires.

22.16 Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by Charter School in strict accordance with said terms. Nothing in this Agreement shall be deemed a waiver of the Charter School's right to challenge the District's compliance or lack thereof with its obligations under Prop. 39.

22.17 Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

22.18 Force Majeure. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

22.19 Incorporation. The terms and conditions of all Exhibits hereto are incorporated herein by this reference.

22.20 Sale. LAUSD shall have the right at any time and from time to time during the Term hereof to sell, encumber or assign all or any portion of its fee interest, if any, in the District Real Property; subject, however, to the leasehold estate of Charter School created by this Agreement.

22.21 Reasonableness. Unless this Agreement provides for a contrary standard, whenever in this Agreement the consent or approval of LAUSD or Charter School is required, such consent or approval shall not be unreasonably withheld or delayed; and unless a contrary standard or right is set forth in this Agreement, whenever LAUSD or Charter School is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, LAUSD or Charter School shall act reasonably and in good faith and take no action which may result in the frustration of the reasonable expectations of a sophisticated Charter School and a sophisticated landlord concerning the benefits to be enjoyed under this Agreement.

22.22 Authorization to Sign Agreement. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School's Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School

represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity’s partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

22.23 Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Charter School shall be deemed to be both covenants and conditions.

22.24 Addresses for Notices. All notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses, and invoices to be given under this Agreement will, unless otherwise indicated herein, be in writing, and will be effective upon receipt and addressed to the address for each respective party as set forth in the Fundamental Provisions.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

PROPERTY OWNER:

LOS ANGELES UNIFIED SCHOOL DISTRICT

Date: 6/18/2024

By: *Albert J. Grazioli, Jr.*
DocuSigned by: FA7D22FD64F0499...

Name: Albert J. Grazioli, Jr.

Title: Director of Real Estate & Business
Development

CHARTER SCHOOL:

MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION

Date: 6/18/2024

By: *Alfredo Rubalcava*
DocuSigned by: GBE3C69FAB95425...

Name: Alfredo Rubalcava

Title: CEO and Superintendent

Date: _____

By: _____

Name: _____

Title: _____

Magnolia Science Academy 3

EXHIBIT A SHARED USE AGREEMENT

CONTACT INFORMATION

Charter School: Magnolia Science Academy 3

On-site Principal or Lead Administrator

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

LAUSD School: Curtiss MS

On-site Principal or Lead Administrator

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

CALENDAR - Please attach a copy of your school's calendar for the entire 2024-25 school year

Charter School

First Day of Instruction: _____

Last Day of Instruction: _____

LAUSD School

First Day of Instruction: _____

Last Day of Instruction: _____

**EXHIBIT A
SHARED USE AGREEMENT**

SCHOOL HOURS

Charter School

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: *(Please see Disclosures, attached as Exhibit C to the Agreement. Further action is required and additional fees may apply.)*

LAUSD School

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please see attached 2024-25 calendars

Charter School: _____

LAUSD School: _____

ACCESS

Charter School will instruct its employees and students to utilize the following gate for entry to and exit from the campus:

Charter School will instruct its visitors to utilize:

() The gate identified above for entry to and exit from the campus and Charter School will be responsible for monitoring the gate to control access.

() The front gate to the campus used by LAUSD School and Charter School will comply with LAUSD's visitor policy. Charter School shall have a Charter School employee escort the visitor to and from the Charter School area.

Charter School may elect to utilize the parking lot, up to Charter School's Maximum Allocation percentage identified in Exhibit B to the Agreement. Charter School's usage is subject to Exhibit C (Disclosures) to the Agreement. Specific arrangements, such as locations of parking areas and spaces, should be mutually agreed upon following discussions between Charter School and LAUSD School administrators and/or Region representatives.

EXHIBIT A SHARED USE AGREEMENT

SHARED SPACE

Restrooms: All restrooms (inclusive of Student and Faculty Restrooms) will be shared as needed.

Charter School's use of shared space is agreed-upon as follows:

Indoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Faculty Lounge/ Dining Room	189 min.	8:00 A.M. - 11:09 A.M.
Gymnasium	189 min.	8:00 A.M. - 11:09 A.M.
Library	189 min.	8:00 A.M. - 11:09 A.M.
Other Shared Use Spaces (If Any)	TBD (See Note 4)	
Parent Center	189 min.	8:00 A.M. - 11:09 A.M.
Student Locker Room	189 min.	8:00 A.M. - 11:09 A.M.

Outdoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Handball Walls	189 min.	8:00 A.M. - 11:09 A.M.
Outdoor Basketball	189 min.	8:00 A.M. - 11:09 A.M.
Outdoor Dining	189 min.	8:00 A.M. - 11:09 A.M.
Outdoor Volleyball	189 min.	8:00 A.M. - 11:09 A.M.
Quad	189 min.	8:00 A.M. - 11:09 A.M.

Magnolia Science Academy 3

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Soccer Field	189 min.	8:00 A.M. - 11:09 A.M.

Notes:

1) Proposition 39 regulations require shared space to be shared proportionately with Charter School. The percentage for Charter School use is calculated based on the ratio of total Charter School exclusive use teaching stations vs. total LAUSD School exclusive use teaching stations. The particular shared use spaces available and Charter School's maximum use rights are listed above. Charter School's resulting pro rata share obligation may be subject to modification following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

2) The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

3) If applicable, this type of area is provided to District students in some, but not all, of the grade levels served by Charter School. As such, the "Max. Daily Allocation to Charter School" for this area accounts only for the portion of Charter School's in-district students who would be provided with this type of area if they attended District schools.

4) To the extent that shared use spaces not identified above exist at the offered school site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School's Maximum Allocation identified herein.

5) The administrators of Charter School and LAUSD School may negotiate their schools' respective allocations of the shared use spaces identified herein and any other shared use spaces that may exist at the LAUSD School Site. LAUSD School's administrator does not have authority to allocate any classroom/instructional spaces to Charter School. A shared use agreement that purports to allocate any classroom/instructional spaces to Charter School is invalid without the prior approval of authorized District leadership, and will only be considered a proposed Proposition 39 alternative agreement (pursuant to California Code of Regulations, title 5, section 11969.1, subdivision (b)). If such an alternative agreement is not finalized by authorized leadership on behalf of the District and Charter School, the administrators of Charter School and LAUSD School will be required to further negotiate terms of the shared use agreement consistent with this paragraph.

**EXHIBIT A
SHARED USE AGREEMENT**

Calendars for the Shared Use Areas shall be available to both schools and located at:

Charter School Principal and/or his/her designee shall meet with LAUSD Principal and/or his/her designee every _____ at _____ in order to discuss upcoming events and/or any other issues that may arise.

Authorized Charter School Representative

Date

LAUSD Principal

Date



Los Angeles Unified School District
INSTRUCTIONAL SCHOOL CALENDAR 2024-2025

**Board Approved
 6/20/2023**

JULY

MO	TU	WE	TH	FR
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

AUGUST

MO	TU	WE	TH	FR
			1	2
5	6	7	8	9
13	14	15	16	17
19	20	21	22	23
26	27	28	29	30

SEPTEMBER

MO	TU	WE	TH	FR
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER

MO	TU	WE	TH	FR
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER

MO	TU	WE	TH	FR
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JANUARY

MO	TU	WE	TH	FR
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEBRUARY

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MARCH

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

APRIL

MO	TU	WE	TH	FR
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MAY

MO	TU	WE	TH	FR
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JUNE

MO	TU	WE	TH	FR
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

07/04/24	Independence Day	01/20/25	Dr. Martin L. King Jr. Birthday
08/12/24	First Day of Instruction	02/17/25	Presidents' Day
08/30/24	Admission Day	03/31/25	Cesar E. Chavez Birthday
09/02/24	Labor Day	04/14 - 04/18/25	Spring Break
11/11/24	Veterans Day	04/24/25	Armenian Genocide Remembrance Day
11/28 - 11/29/24	Thanksgiving Holiday	05/26/25	Memorial Day
12/16/24 - 12/18/24	Optional Winter Recess Academy	06/10/25	Last Day of Instruction
12/16/24 - 01/03/25	Winter Break	06/19/25	Juneteenth Holiday
01/06/25	Second Semester Begins		

LEGEND:

- First Day/Last Day of Instruction
- Legal/Local Holidays
- Optional Winter Recess Academy
- School Recess
- Unassigned Day (no school)
- Optional Employee Preparation Day
- Second Semester Begins
- Instructional Days

Instructional Days

Fall Semester	81
Spring Semester	102
Total	183

2024-25 MPS TENTATIVE ACADEMIC CALENDAR

2024

7/29-30	Administrative Team Training
8/2-9	Summer In-Service for Teachers
8/9	Student/Parent Orientation
8/12	First Day of School
9/2	Labor Day – No School
11/11	Veterans Day – No School
11/25-29	Thanksgiving Break – No School
12/13	Last Day of First Semester
12/16-1/3	Winter Break

2025

1/7	First Day of Second Semester
1/20	ML King Day – No School
2/17	Presidents' Day – No School
3/31	Cesar Chavez Day – No School
4/14-18	Spring Break – No School
5/26	Memorial Day – No School
6/12	Last Day of School
6/13	Staff Wrap-up Day

EXHIBIT B
LAUSD Facilities Cost Worksheet for 2024-2025 School Year

NOTES*	DESCRIPTION	TOTAL COSTS	COST PER SQUARE FOOT	TOTAL COST PER CATEGORY
(1) (2)	Debt Service - interest and principal on COPS	\$14,819,374.69	\$0.20	\$0.20
	Maintenance & Operations			\$8.92
(1) (2)	Air Filter Tech and Building Engineering	\$818,730.25	\$0.01	
(1) (2)	Pest Management	\$2,669,125.62	\$0.04	
(1) (2)	Custodial (Buildings)	\$176,802,936.13	\$2.39	
(1) (2)	Rubbish Removal	\$19,175,690.45	\$0.26	
(1) (2)	Routine Repairs General Maintenance (RRGM)	\$303,041,462.20	\$4.09	
(1) (2)	Utilities (Electricity, Water, Gas)	\$157,668,349.66	\$2.13	
	Safety and Comfort			\$2.96
(1) (2)	School Police Services	\$60,488,115.40	\$0.82	
(1) (2)	Office of Environmental Health & Safety (OEHS)	\$6,503,706.52	\$0.09	
(1) (2)	Information Technology Division	\$151,664,307.85	\$2.05	
(3)	Deferred Maintenance	\$0.00	\$0.00	\$0.00
(1) (2) (4)	Insurance	\$69,228,020.65	\$0.94	\$0.94
	Grounds Costs			\$0.20
(1) (5)	Gardening Services	\$15,881,497.98	\$0.07	
(1) (5)	Landscaping/Tree Trimming	\$3,874,899.52	\$0.02	
(1) (5)	Custodial (Grounds)	\$25,257,562.30	\$0.11	
			GRAND TOTAL	\$13.22
LEGEND	Total K-12 building square footage and direct support space		74,007,838	
	Footprint for total District buildings		48,897,777	
	Total District grounds square footage		280,806,055	
	Net grounds square footage		231,908,278	

***NOTES:**

- (1) Calculation of facilities costs based upon actual 2022-23 school year expenses
(2) Total K-12 building square footage and direct support space
(3) Deferred Maintenance was paid for by bond funds during 2022-23 school year
(4) Includes District's premiums for excess liability, property coverage, boiler & machinery, and property floater
(5) Net grounds square footage = Total District grounds square footage less Footprint for total District buildings

EXHIBIT B
2024-25 SY Facilities Costs
Pro Rata Share Calculations

LAUSD Campus: Curtiss MS	Charter School: Magnolia Science Academy 3
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M =	Total Number of Charter Teaching Stations	13
N =	Total Number of LAUSD Teaching Stations	16
O =	Total Number of Charter Special Education Space(s)	2
P =	Total Number of Charter Administrative Space(s)	1

% of Shared Use Space =
$$\frac{\text{Total \# of Charter Teaching Stations (M)}}{\text{Total \# of All Teaching Stations (M + N)}}$$

% = 45

EXCLUSIVE SPACE: Charter School will occupy the following areas exclusively:

Charter Classroom(s): B1, B2, B3, B4, B5, B6, B7, B8, G-1, G-3, GC (Weight Room), M-3, PA1, M-1 (Sp Ed), M-2 (Sp Ed), PA2 (Office)

Exclusive Space Square Footage

19,056.46	Total Charter School Exclusive Use Square Footage of Teaching Stations (M), Special Education Space(s) (O) and Administrative Space(s) (P) = A
-----------	--

Pro Rata Share Calculations*

A =	19,056.46	A = Charter School Exclusive Use Square Footage of Teaching Stations, Special Education Space(s) and Administrative Space(s)
B =	11,019.01	B = Total Charter School Shared Use Space Square Footage Obligation (See Shared Use Space Calculation Worksheet)
C =	\$13.22	C = 2024-25 Facilities Costs per Square Foot
X = A * C	\$251,926.40	X = Charter School Exclusive Use Pro Rata Share Amount
Y = B * C	\$145,671.31	Y = Charter School Shared Use Pro Rata Share Amount
Z = X + Y	\$397,597.71	Z = TOTAL PRO RATA SHARE CHARGE DUE ANNUALLY FROM CHARTER SCHOOL
		MONTHLY PRO RATA SHARE CHARGE DUE ON THE 1ST OF EACH MONTH FROM CHARTER SCHOOL = \$33,133.14

EXHIBIT B
2024-25 SY Facilities Costs
Pro Rata Share Calculations

SHARED USE SPACE CALCULATION

Any edits or revisions to this document will only be effectuated based on revisions to Exhibit A.

<u>Area, per Exhibit A (Shared Use Agreement)</u>	<u>Area Square Footage</u>	<u>Charter %*</u>	<u>Charter School Pro Rata Shared Space Square Footage</u>
Faculty Lounge/ Dining Room	1,411.94	45%	635.37
Gymnasium	6,963.74	45%	3,133.68
Library	3,255.95	45%	1,465.18
Parent Center	896.00	45%	403.20
Restrooms (Inclusive)	5,764.97	45%	2,594.24
Student Locker Room	6,194.08	45%	2,787.34
Total Charter School Shared Use Space Square Footage Obligation			11,019.01

* "Charter %" is calculated by using the total weekly hours of Charter School use of each individual Area (per Exhibit A) divided by a total of 35 hours per week. Charter % is "% of Shared Use Space" which is the maximum shared use time allocation entitlement for the Charter School (on a weekly basis), as provided by law, unless otherwise agreed to by the Parties in Exhibit A.

**The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

Magnolia Science Academy 3

EXHIBIT B
2024-25 SY Facilities Costs
Payment

Pursuant to section 4.4 of the Agreement, the Pro Rata Share Charge is due from Charter School to the District on a monthly basis in amounts equal to one-twelfth of the total Pro Rata Share Charge by the 1st day of each month. Charter School's total Pro Rata Share Charge ("Z") and monthly Pro Rata Share Charge payment are identified herein. Charter School's first monthly Pro Rata Share Charge payment is due to the District on or before **July 1, 2024.**

Note: The District will accept full payment of the total Pro Rata Share Charge on or before July 1, 2024.

Checks should be mailed to the following address:

LOS ANGELES UNIFIED SCHOOL DISTRICT
REAL ESTATE OFFICE
Attn: PROP 39 PAYMENT PROCESSING
333 S. Beaudry Ave., 1st Floor
Los Angeles, CA 90017

EXHIBIT C LAUSD DISCLOSURES

1. Beyond the Bell. LAUSD discloses that the District Premises are used by Beyond the Bell to provide enrichment programs and these enrichment programs may occur in those portions of the District Premises that are not designated for the exclusive use of the LAUSD School and Charter School. These Beyond the Bell enrichment programs will have priority use of those portions of the District Premises that are not designated for the exclusive use of either party.

Current programs, if any, are attached hereto as Attachment C-1.

2. Civic Center Permits. LAUSD discloses that in accordance with the Civic Center Act, Ed. Code section 38130 et seq. and its Board Rule, the District Premises are used by the community and general public through civic center permits. If Charter School wants to use the District Premises (excluding those portions designated for the exclusive use of either party) after school hours, Charter School shall notify the Real Estate & Business Development of its proposed use and the Real Estate & Business Development will determine if Charter School's proposed use will conflict with any issued civic center permits. If there will be a conflict with any issued civic center permits, the Real Estate & Business Development will determine if the civic center permit can be cancelled to accommodate Charter School's use. The Real Estate & Business Development shall not be required to cancel a civic center permit if the civic center permit holder would receive less than ten (10) business days written notice of cancellation. Prior to issuing a new civic center permit, the Real Estate & Business Development shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The civic center permits currently issued, if any, are attached hereto as Attachment C-2.

3. Lease; License. LAUSD discloses that the District Premises have been used in the past and continue to be used by third-parties through the issuance of leases or licenses. Any use of the District Premises shall be subject to the leases and licenses existing as of the Effective Date of this Agreement and/or those leases and/or licenses that LAUSD may issue in the future; provided, that prior to issuing a new lease or license, LAUSD shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The leases, licenses, or joint use agreements currently issued, if any, are attached hereto as Attachment C-3.

4. Lockdowns. LAUSD discloses that a number of events may occur on the District Premises or in the neighborhood surrounding the District Premises that may require the District Premises to go into "lockdown" status, which means all students are secured in buildings until emergency personnel have authorized the release of the students and movement on the District Premises. It is recommended that Charter School maintain those supplies it deems appropriate for a lockdown. LAUSD shall not be liable to Charter School or its students for any costs, expenses, damages, or claims arising from any lockdown of the District Premises.

5. Emergency Supplies. It is recommended that Charter School, at its sole cost and expense, maintain water, food, toilet paper, and other supplies that it deems appropriate for its students in the event an emergency occurs. LAUSD shall not provide Charter School with any emergency supplies and Charter School agrees that LAUSD shall not be liable for any costs, expenses, damages, or claims arising from emergency supplies or the lack thereof.

6. Emergency Shelter or Location. LAUSD discloses that each of its schools may be used as an emergency shelter, meeting place, command center, etc. in the event of an emergency declared by any Federal, State, county or city agency with such powers (“emergency location”). This means that notwithstanding any provision of this Agreement, if an emergency has been declared and the District Premises deemed needed, Charter School may be denied access to and use of the District Premises in order for the District Premises to be used for such things as, but not limited to, a command center of operations, shelter to displaced people, storage of equipment, supplies, and goods, or temporary morgue. LAUSD shall not be liable to Charter School or its students for any costs, expenses, damages, or claims arising from Charter School’s inability to access and/or use the District Premises in the event of an emergency or damage, destruction, or theft of Charter School’s property at the District Premises. Charter School may pursue against the agency occupying the District Premises as an emergency location any remedies for any damage, destruction, or theft of Charter School’s property at the District Premises arising from the use of the District Premises as an emergency location.

7. Hazardous Materials. The District discloses that it is storing hazardous materials at the school site.

8. Joint Use/Occupancy/Power Agreements. LAUSD discloses that in accordance with applicable law and its Board Rules, the District Premises have been used in the past, are presently used, and/or may be used in the future, by non-LAUSD parties through joint use and other agreements. Any use of the District Premises shall be subject to these agreements that exist as of the Effective Date of this Agreement and/or may exist in the future. These agreements will have priority use of those portions of the District Premises that are not designated for the exclusive use of either party.

Agreements currently issued, if any, are described and/or attached hereto as Attachment C-4.

9. Average Daily Attendance Disclosures. The facilities allocated by the District to Charter School pursuant to this Agreement are based on the in-district classroom average daily attendance assumptions identified by the District. If Charter School’s actual in-district classroom average daily attendance at the School Site exceeds those in-district classroom average daily attendance assumptions, the District discloses that it may assess a fee to Charter School for facilities-related services due to resulting increased impacts and costs incurred by the District for the School Site. The fee will be treated as “Fee-For-Services Charges” and be payable by Charter School to the District pursuant to the provisions in section 5.1 of this Agreement. The fee will be determined based on the District’s out-of-pocket costs for additional facilities-related services, including, but not limited to, supplies, air filter tech and building engineering, pest management, building custodial (staff and/or services provided, including supervision and other administrative costs), rubbish removal, routine repairs and general maintenance, utilities, school police services, Office

of Environmental Health & Safety, insurance, and ground costs (including gardening services, landscaping/tree trimming, and custodial). For purposes of determining whether a fee is applicable under this disclosure, Charter School's actual in-district classroom average daily attendance will be determined using the report submitted pursuant to section 11969.9(l) of the Implementing Regulations in conjunction with the first principal apportionment under Education Code section 41601. Nothing in this disclosure shall be interpreted to constitute a waiver by the District for any violations of Charter School's charter related to its actual enrollment.

10. Other Disclosures. The District discloses that it has received State of California facilities funding and may receive additional state funds to modernize the School, and/or other sources of grant funding, and the District is obligated to maintain the School in good repair and to meet the standards of California Code of Regulations, Title 5, et seq. and Education Code 17251 (c) and (d). Accordingly, the State of California and/or others have the right to access all of the facilities of the School Site, including the Charter School's Exclusive Use Space and Shared Space, to audit and inspect the School for grant compliance.

11. Shared Use of Storage, Nursing Station and Parking Lot. Charter School may share usage of storage, nursing station, and parking lot with the District School, each up to Charter School's maximum allocation percentage identified in Exhibit B (Facilities Costs). Charter School's shared usage of these facilities is subject to this Exhibit C (Disclosures). Based on the shared use square footage / percentage of storage and nursing station by Charter School, the Pro Rata Share Charge (Exhibit B) will be increased to reflect this adjustment.

12. Data Connectivity / Internet Service. The District Premises are wired for telephone and computer data connectivity. Based on a variety of factors, including, but not limited to, site-specific network and data connectivity configurations at each District school site, Charter School's current occupancy and usage of the District Premises, and Charter School's March 1 written response to the District's preliminary proposal pursuant to section 11969.9(g) of the Implementing Regulations, the District discloses that conditions pertaining to Charter School's use of the District Premises include finalizing details prior to the commencement of the Term of this Agreement related to data connectivity and internet service made available to Charter School, Charter School's responsibility for payment of costs for data and services provided, terms and conditions of use, work related to physical/logical network separation between Charter School and District-operated programs, and potential separate agreements between Charter School, the District and/or third-party internet service providers.

13. Science Lab(s). The District places the following conditions on Charter School's shared use of science laboratory classroom spaces:

- Charter School may only use science laboratory classroom space based on time that accounts for a full educational period based on the District school's schedule at the proposed site.
- Should Charter School's shared use of the science laboratory classroom space require the District to dislocate District students who would otherwise attend class in that science laboratory classroom space for a particular educational period, and no other teaching stations are available at the proposed site to accommodate the

displaced District students for that educational period, the District school will serve its own students in Charter School's exclusive use teaching station space during that educational period. In such circumstances, Charter School's exclusive use teaching space allocation will not be reduced, but Charter School may not take any measures to prevent the District school from serving its own students in such space. Such measures include, but are not limited to, setting an alarm system and/or placing locks on the door of the exclusive use teaching station.

- Due to security concerns, Charter School may only use the shared science laboratory classroom space during such days and times that the District school on the proposed site is open, operational and providing instruction to District K-12 students.
- Please be advised that, while science laboratory classroom spaces provided for shared use by Charter School will be contiguous within the meaning of section 11969.2(b) of the Implementing Regulations, they might not be located in the same cluster of exclusive use teaching stations provided to Charter School at the proposed site.
- The District's Office of Environmental Health and Safety ("OEHS") has developed and implemented a Chemical Hygiene Plan ("CHP") to minimize employee and student exposure to hazardous chemicals in schools with science laboratories. A qualified Chemical Safety Coordinator ("CSC") is appointed at each location with a chemical laboratory to implement the CHP. In order to use the science laboratory classrooms, Charter School must comply with the CHP, including but not limited to, designating and maintaining a trained member of its professional staff as its CSC and who will be responsible for participating in chemical safety training, participating in hazard communication training, and reviewing the Science Safety Handbook for California Public Schools. Duties of Charter School's CSC will include training Charter School's employees on chemical safety, ensuring that safe laboratory procedures are adhered to, maintaining reference materials including Material Safety Data Sheets, inspecting and maintaining safe chemical storage rooms, completing chemical inventories, providing oversight for packaging and removal of hazardous waste, and collaborating with the District school's CSC on all related issues. Charter School will be bound by all District and OEHS health and safety requirements, including but not limited to "Reference Guide 1563.5 – Chemical Safety Coordinators" (copy available at <https://www.lausd.org/cms/lib/CA01000043/Centricity/Domain/135/CSC%20-%20REF-1563.5%2010-9-18.pdf>) when using science laboratory classrooms. Only chemicals approved by the State of California and OEHS may be used in District school laboratory classrooms. These chemicals are designated as "LAUSD-Approved Laboratory Chemicals."
- Charter School must confirm that its insurance policies cover Charter School's use of District science laboratory classroom space.

14. Conference Rooms. Should the District Premises have conference rooms and/or other private meeting spaces and should Charter School desire use of such spaces, Charter School will be provided shared use of these spaces in proportion to Charter School's maximum shared use entitlement, as identified in the Shared Use Agreement attached as Exhibit A to the Use Agreement. Charter School's Pro Rata Share Charge will be adjusted to include Charter School's proportionate share of conference rooms and/or other private meeting spaces.

15. Shared Use Schedules. Shared use schedules are to be negotiated between the District principal and co-located Charter School principal in good faith. The District discloses that certain changes to the District school's schedule, including but not limited to changes to the lunch and recess schedule or changes to the length of time for recess and lunch, may require approval of the District school's Local School Leadership Council prior to the implementation of such change.

16. After School Program Use. Prior to utilizing the District Premises after Charter School's instructional day hours (as identified in the Shared Use Agreement) for purposes of conducting a program for Charter School's students, whether run by Charter School or any third-party ("After School Program Use"), Charter School shall first notify the District's Real Estate & Business Development department of its intended After School Program Use. The District discloses that additional fees may apply for After School Program Use of the District Premises.

ATTACHMENT C-1

Curtiss Middle School

BEFORE AND AFTER SCHOOL PROGRAMS: Youth Services & L.A. Conservation Corps

Through the After School Education and Safety (ASES) and 21st Century Community Learning Center grants (21stCCLC), Beyond the Bell and over 30 partnering community-based organizations continue to implement comprehensive before and after school programs beginning 1.5-2 hours before the school day and/or from school dismissal until 6:00 p.m. daily. Comprehensive after school programs must operate at a 20:1 student/instructor ratio and include three components per day -- academic, enrichment, and recreation.

Academic assistance (literacy, math, and homework assistance) is offered the first hour of the program on days when Extended Learning Activities are offered. Other offered programs, support, and services include exam preparation, homework assistance, tutoring, mentoring programs, reading/math/science/social science activities, and credit reclamation. These grant-funded comprehensive school programs continue to serve approximately 69,000 K-8 students and 7,000 high school students daily.

ATTACHMENT C-2

N/A

ATTACHMENT C-3

N/A

ATTACHMENT C-4

N/A

FIRST AMENDMENT TO 2023-24 SINGLE-YEAR CO-LOCATION CHARTER SCHOOL FACILITIES USE AGREEMENT

Magnolia Science Academy 3 @ Curtiss Middle School

This First Amendment (“Amendment”) to the Single-Year Co-Location Charter School Facilities Use Agreement for the 2023-24 school year (“Agreement”) is entered into between the LOS ANGELES UNIFIED SCHOOL DISTRICT (“District”) and MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION operating that charter school known as MAGNOLIA SCIENCE ACADEMY 3 (“Charter School”). The District and Charter School are sometimes referred to hereinafter as the “Parties” and/or individually as a “Party.”

RECITALS

- A. WHEREAS, the District and Charter School fully executed the Agreement on or about July 12, 2023 for Charter School’s use of the Curtiss Middle School campus (“School Site”) as defined in the Agreement;
- B. WHEREAS, a Shared Use Agreement (“SUA”) is attached as Exhibit A to the Agreement, identifying Charter School’s allocations of shared use spaces at School Site;
- C. WHEREAS, the Pro Rata Share Charge amount identified as being owed by Charter School for the 2023-24 school year in Exhibit B to the Agreement was calculated based on Charter School’s use of shared use spaces as identified in the SUA;
- D. WHEREAS, on or about July 31, 2023, the administrators of Charter School and School Site executed a revised SUA, identifying adjustments to Charter School’s allocation of shared use spaces at School Site; and
- E. WHEREAS, the District and Charter School desire to adjust the Pro-Rata Share Charge amount owed by Charter School for the 2023-24 school year consistent with the revised SUA.

NOW, THEREFORE, for good consideration had and received, and the mutual covenants and obligations contained herein, the District and Charter School hereby agree as follows:

- 1. All of the above Recitals are incorporated herein by reference as if fully set forth in the body of this Amendment.
- 2. Exhibit A to the Agreement is deleted in its entirety and replaced with the Exhibit A attached to this Amendment.
- 3. Exhibit B to the Agreement is deleted in its entirety and replaced with the Exhibit B attached to this Amendment, which states that Charter School’s revised total Pro Rata Share Charge for the 2023-24 school year is \$275,884.94.

4. Based on the foregoing, Charter School’s monthly Pro Rata Share Charge is \$22,990.41 (equal to one-twelfth (1/12) of the total Pro Rata Share Charge), which is due to the District on a monthly basis by the 1st day of each month beginning July 1, 2023. As a result, \$91,961.64 has become due for Charter School’s Pro Rata Share Charge for the months of July 2023 - October 2023. To date, Charter School has paid the District \$98,496.28 in Pro Rata Share Charges for the months of July 2023 – October 2023, \$6,534.64 more than the amount of the Pro Rata Share Charge that has become due to the District. As such, the District will apply \$6,534.64 as a credit to Charter School’s next monthly Pro Rata Share Charge payment(s).

5. Except as set forth herein, all other terms and conditions of the Agreement continue to apply to the Parties and remain in full force and effect.

6. This instrument and all subsequent instruments between the Parties may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart may be delivered by facsimile or electronic mail (in electronic format such as .pdf or .tif or other accepted format) and shall be effective as delivery of a manually executed and personally delivered counterpart to create a validly executed instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below their respective signatures.

<p>Charter School: MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION operating that charter school known as MAGNOLIA SCIENCE ACADEMY 3</p>	<p>District: LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California</p>
<p>By <u>Alfredo Rubalcava</u> <small>CBE3C59FAB95425...</small></p> <p>Name: <u>Alfredo Rubalcava</u></p> <p>Its: <u>CEO and Superintendent</u></p> <p>Dated: <u>10/25/2023</u></p>	<p>By <u>Albert J. Grazioli, Jr.</u> <small>FA7D22FD84F0499...</small></p> <p>Name: <u>Albert J. Grazioli, Jr.</u></p> <p>Its: <u>Director of Real Estate & Business Development</u></p> <p>Dated: <u>10/25/2023</u></p>

Attachment

EXHIBIT A
2023-24 Shared Use Agreement

Magnolia Science Academy 3

**EXHIBIT A
SHARED USE AGREEMENT**

CONTACT INFORMATION

Charter School: Magnolia Science Academy 3

On-site Principal or Lead Administrator

Name: **Zekeriya Ocel** E-mail: **zocel@magnoliapublicschools.org**
Office Phone: **310-637-3806** Cell Phone: **310-689-6606**

1. On-site Assistant Principal or Administrator Next In Charge

Name: **Lakybra White** E-mail: **lwhite@magnoliapublicschools.org**
Office Phone: **310-637-3806** Cell Phone: **562-234-5039**

2. On-site Contact for Health Emergencies

Name: **Ivy Lopez** E-mail: **ilopez@magnoliapublicschools.org**
Office Phone: **310-637-3806** Cell Phone: **323-793-0950**

LAUSD School: Curtiss MS

On-site Principal or Lead Administrator

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

CALENDAR - Please attach a copy of your school's calendar for the entire 2023-24 school year

Charter School

First Day of Instruction: **August 15, 2023**

Last Day of Instruction: **June 12, 2024**

LAUSD School

First Day of Instruction: _____

Last Day of Instruction: _____

**EXHIBIT A
SHARED USE AGREEMENT**

SCHOOL HOURS

Charter School

Before-school program hours: na

Start of School: 8:30a

End of School: 6pm including After school Program

After-school program hours: *(Please see Disclosures, attached as Exhibit C to the Agreement. Further action is required and additional fees may apply.)*

LAUSD School

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please see attached 2023-24 calendars

Charter School: _____

LAUSD School: _____

ACCESS

Charter School will instruct its employees and students to utilize the following gate for entry to and exit from the campus:

Entrance on Dimondale Dr Main office

Charter School will instruct its visitors to utilize:

(**X**) The gate identified above for entry to and exit from the campus and Charter School will be responsible for monitoring the gate to control access.

(**X**) The front gate to the campus used by LAUSD School and Charter School will comply with LAUSD's visitor policy. Charter School shall have a Charter School employee escort the visitor to and from the Charter School area.

Charter School may elect to utilize the parking lot, up to Charter School's Maximum Allocation percentage identified in Exhibit B to the Agreement. Charter School's usage is subject to Exhibit C (Disclosures) to the Agreement. Specific arrangements, such as locations of parking areas and spaces, should be mutually agreed upon following discussions between Charter School and LAUSD School administrators and/or Region representatives.

EXHIBIT A SHARED USE AGREEMENT

SHARED SPACE

Restrooms: All restrooms (inclusive of Boys/Girls and Faculty Restrooms) will be shared as needed.

Charter School's use of shared space is agreed-upon as follows:

Indoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Faculty Lounge/ Dining Room <small>Bell schedule attached. Charter school will use the locker 10 min at the beginning of each period and 10 min at the end of each period.</small>	147 min.	8:00 A.M. - 10:27 A.M.
Gymnasium GYM use schedule will be determined by Curtiss PE teachers	355 min 147 min.	8:00 A.M. - 10:27 A.M. November 13 – December 15 Z.O.
Library	147 min.	8:00 A.M. - 10:27 A.M.
Other Shared Use Spaces (If Any)		420 min
Parent Center	147 min.	8:00 A.M. - 10:27 A.M.
Student Locker Room	147 min.	8:00 A.M. - 10:27 A.M.

Outdoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Handball Walls	147 min.	8:00 A.M. - 10:27 A.M.
Outdoor Basketball	147 min.	8:00 A.M. - 10:27 A.M.
Outdoor Dining	147 min.	8:00 A.M. - 10:27 A.M.
Outdoor Volleyball	147 min.	8:00 A.M. - 10:27 A.M.
Quad	147 min.	8:00 A.M. - 10:27 A.M.

Magnolia Science Academy 3

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Soccer Field	147 min.	8:00 A.M. - 10:27 A.M.

Notes:

1) Proposition 39 regulations require shared space to be shared proportionately with Charter School. The percentage for Charter School use is calculated based on the ratio of total Charter School exclusive use teaching stations vs. total LAUSD School exclusive use teaching stations. The particular shared use spaces available and Charter School's maximum use rights are listed above. Charter School's resulting pro rata share obligation may be subject to modification following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

2) The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

3) If applicable, this type of area is provided to District students in some, but not all, of the grade levels served by Charter School. As such, the "Max. Daily Allocation to Charter School" for this area accounts only for the portion of Charter School's in-district students who would be provided with this type of area if they attended District schools.

4) To the extent that shared use spaces not identified above exist at the offered school site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School's Maximum Allocation identified herein.

MSA-3 is forgoing the use of library in exchange for MSA-3's exclusive use of Weight Room (classroom adjacent to GYM on Magnolia side)

Bell schedule is attached.

**EXHIBIT A
SHARED USE AGREEMENT**

Calendars for the Shared Use Areas shall be available to both schools and located at:

Each school's website

Charter School Principal and/or his/her designee shall meet with LAUSD Principal and/or his/her

designee every First Tuesday at 10am in order to discuss upcoming

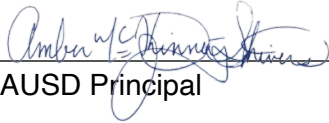
events and/or any other issues that may arise.



Authorized Charter School Representative

6/6/2023

Date



LAUSD Principal

7/31/23

Date



**LOS ANGELES UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SCHOOL CALENDAR 2023-2024**

**Board Approved
3/27/2023**

JULY

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST

MO	TU	WE	TH	FR
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER

MO	TU	WE	TH	FR
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

MO	TU	WE	TH	FR
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY

MO	TU	WE	TH	FR
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY

MO	TU	WE	TH	FR
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL

MO	TU	WE	TH	FR
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

MO	TU	WE	TH	FR
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- | | |
|---|---|
| 07/04/23..... Independence Day | 02/19/24..... Presidents' Day |
| 08/15/23..... First Day of Instruction | 03/25 - 03/29/24... Spring Recess |
| 09/01/23..... Admission Day | 04/01/24..... Cesar E. Chavez Birthday Observed |
| 09/04/23..... Labor Day | 04/24/24..... Armenian Genocide Day |
| 11/10/23..... Veterans Day Observed | 05/27/24..... Memorial Day |
| 11/23 - 11/24/23..... Thanksgiving Holiday | 06/05/24..... Last Day of Instruction |
| 12/20/23 - 01/05/24.. Winter Recess | 06/19/24..... Juneteenth Holiday |
| 01/08/24..... Second Semester Begins | |
| 01/15/24..... Dr. Martin L. King Jr. Birthday | |

LEGEND:

- First Day/Last Day of Instruction
- Legal/Local Holidays
- School Recess
- Unassigned Day (no school)
- Pupil Free Days *
- Second Semester Begins
- Instructional Days

Instructional Days	
Fall Semester.....	82
Spring Semester.....	98
Total.....	180

* If a school selects Monday, January 8, 2024, as a Pupil Free Day, then Thursday, June 6, 2024, becomes an Instructional Day.

MSA-3 Academic Calendar 2023-2024

August 2023					
Wk	Mon	Tues	Wed	Thurs	Fri
SB		1	2	3	4
SB	7	8	9	10	11
1	14	15	16	17	18
2	21	22	23	24	25
3	28	29	30	31	

January 2024					
Wk	Mon	Tues	Wed	Thurs	Fri
WB	1	2	3	4	5
1	8	9	10	11	12
2	15	16	17	18	19
3	22	23	24	25	26
4	29	30	31		

September 2023					
Wk	Mon	Tues	Wed	Thurs	Fri
					1
4	4	5	6	7	8
5	11	12	13	14	15
6	18	19	20	21	22
7	25	26	27	28	29

February 2024					
Wk	Mon	Tues	Wed	Thurs	Fri
4				1	2
5	5	6	7	8	9
6	12	13	14	15	16
7	19	20	21	22	23
8	26	27	28	29	

October 2023					
Wk	Mon	Tues	Wed	Thurs	Fri
8	2	3	4	5	6
9	9	10	11	12	13
10	16	17	18	19	20
11	23	24	25	26	27
12	30	31			

March 2024					
Wk	Mon	Tues	Wed	Thurs	Fri
8					1
9	4	5	6	7	8
10	11	12	13	14	15
11	18	19	20	21	22
12	25	26	27	28	29

November 2023					
Wk	Mon	Tues	Wed	Thurs	Fri
12			1	2	3
13	6	7	8	9	10
14	13	14	15	16	17
TB	20	21	22	23	24
15	27	28	29	30	

April 2024					
Wk	Mon	Tues	Wed	Thurs	Fri
12	1	2	3	4	5
13	8	9	10	11	12
SB	15	16	17	18	19
14	22	23	24	25	26
	29	30			

December 2023					
Wk	Mon	Tues	Wed	Thurs	Fri
					1
16	4	5	6	7	8
17	11	12	13	14	15
WB	18	19	20	21	22
WB	25	26	27	28	29

May 2024					
Wk	Mon	Tues	Wed	Thurs	Fri
15			1	2	3
16	6	7	8	9	10
17	13	14	15	16	17
18	20	21	22	23	24
19	27	28	29	30	31

LEGEND / DISMISSAL TIMES	
	NO SCHOOL DAY
	REGULAR DAY (DISMISSAL AT 3:30)
	MINIMUM DAY (DISMISSAL AT 1:30 PM)

June 2024					
Wk	Mon	Tues	Wed	Thurs	Fri
19	3	4	5	6	7
20	10	11	12	13	14
21	17	18	19	20	21

**GO MSA-3!
GO VIPERS!**

SCHOOL STARTS AT 8:30AM
Warning Bell at 8:25am

Trainings	MPS Admin Training	
	MPS All Staff Training	Mon-Tue 7/31-8/1
	MPS New Teacher Training	Wed 8/2
	MPSA-3 In Service Training	Thu 8/3

Fall Semester	Orientation for All Students & Families	
	1st Day of School	Mon, Aug-14
	Make-Up Picture Day	Thu, Aug-31
	Minimum Day	Fri, Sep-01
	Labor Day - No School	Mon, Sep-04
	Back to School Night	Thu, Sep-14
	Minimum Day	Fri, Sep-15
	Pupil Free Day/Fall symposium	Fri, Sep-22
	Progress Report-1	Fri, Sep-29
	Parent Teacher Conferences/Min.Day	Oct-11 - Oct-12
	Progress Report-2	Fri, Nov-03
	Veterans Day - No School	Fri, Nov-10
	Minimum Day	Fri, Nov-17
	Thanksgiving Break - No School	11/20-11/24
	Minimum Day/Staff PD	Tue, Dec-19

Spring Semester	First Day of 2nd Semester	
	Civil Rights Day/MLK Day - No School	Tue, Jan-09
	Minimum Day	Mon, Jan-15
	Minimum Day	Fri, Feb-16
	Presidents Day - No School	Mon, Feb-19
	Progress Report-3	Fri, Feb-23
	Pupil Free Day - No School	Fri, Mar-01
	Parent Teacher Conferences/Minimum Day	Wed, Feb 28 & 29
	Cesar Chavez Day - No School	Mon, Apr-01
	Spring Break - No School	Mon. 3/25- 3/29
	Progress Report-4	Fri, Apr-12
	Minimum Day	Wed, Apr-19
	Minimum Day	Fri, May-24
	Memorial Day - No School	Mon, May-27

State Testing (SBAC)	
CAST Science Test (8th & 11th)	TBD
CAASPP Testing	TBD
MAP Test Dates	
MAP Test 1	Mon, Aug-28
MAP Test 2	Mon, May-20
Parent Teacher Conference Dates	
Fall Parent Teacher Conferences	10/11-10/12
Spring Parent Teacher Conferences	2/28-2/29

MAGNOLIA SCIENCE ACADEMY - 3

2023 – 2024
BELL SCHEDULE



REGULAR DAY (Mon, Tue, Thur, Fri)			
Period	Start		End
First Bell	8:25 AM	-	8:30 AM
1	8:30 AM	-	9:25 AM
Breakfast	9:25 AM	-	9:35 AM
2	9:40 AM	-	11:00 AM
3	11:05 AM	-	12:00 PM
MS Lunch	12:00 PM	-	12:30 PM
4 (HS)	12:05 PM	-	1:00PM
4 (MS)	12:35 PM	-	1:30 PM
HS Lunch	1:00 PM	-	1:30 PM
5	1:35 PM	-	2:30 PM
6	2:35 PM	-	3:30 PM
After School	3:40 PM	-	6:00 PM

MINIMUM DAY (Wednesday)			
Period	Start		End
First Bell	8:25 AM		8:30 AM
1	8:30 AM	-	9:10 AM
Breakfast	9:10 AM	-	9:25 AM
2	9:30 AM	-	10:30 AM
3	10:35 AM	-	11:15 AM
4	11:20 AM	-	12:00 PM
5	12:05 PM	-	12:45 PM
6	12:50 PM	-	1:30 PM
Lunch	1:30 PM	-	1:40 PM
After School	1:40 PM	-	6:00 PM

Attachment

EXHIBIT B
2023-24 SY Facilities Costs
Pro Rata Share Calculations

EXHIBIT B
LAUSD Facilities Cost Worksheet for 2023-2024 School Year

NOTES*	DESCRIPTION	TOTAL COSTS	COST PER SQUARE FOOT	TOTAL COST PER CATEGORY
(1) (2)	Debt Service - interest and principal on COPS	\$16,374,431.26	\$0.22	\$0.22
	Maintenance & Operations			\$7.94
(1) (2)	Air Filter Tech and Building Engineering	\$4,156,361.26	\$0.06	
(1) (2)	Pest Management	\$2,561,065.78	\$0.03	
(1) (2)	Custodial (Buildings)	\$163,591,438.06	\$2.20	
(1) (2)	Rubbish Removal	\$13,036,852.16	\$0.18	
(1) (2)	Routine Repairs General Maintenance (RRGM)	\$242,993,167.91	\$3.27	
(1) (2)	Utilities (Electricity, Water, Gas)	\$163,771,619.95	\$2.20	
	Safe and Comfortable			\$2.56
(1) (2)	School Police Services	\$54,090,617.00	\$0.73	
(1) (2)	Office of Environmental Health & Safety (OEHS)	\$6,674,153.89	\$0.09	
(1) (2)	Information Technology Division	\$129,732,032.00	\$1.74	
(3)	Deferred Maintenance	\$0.00	\$0.00	\$0.00
(1) (2) (4)	Insurance	\$21,185,599.00	\$0.28	\$0.28
	Grounds Costs			\$0.18
(1) (5)	Gardening Services	\$14,016,669.49	\$0.06	
(1) (5)	Landscaping/Tree Trimming	\$3,472,919.91	\$0.02	
(1) (5)	Custodial (Grounds)	\$23,370,205.44	\$0.10	
			GRAND TOTAL	\$11.18
LEGEND	Total K-12 building square footage and direct support space		74,372,006	
	Footprint for total District buildings		49,504,706	
	Total District grounds square footage		280,853,971	
	Net grounds square footage		231,349,265	

***NOTES:**

- (1) Calculation of facilities costs based upon actual 2021-22 school year expenses.
(2) Total K-12 building square footage and direct support space
(3) Deferred Maintenance was paid for by bond funds during 2021-22 school year
(4) Includes District's premiums for excess liability, property coverage, boiler & machinery, and property floater
(5) Net grounds square footage = Total District grounds square footage less Footprint for total District buildings

EXHIBIT B
2023-24 SY Facilities Costs
Pro Rata Share Calculations

LAUSD Campus: Curtiss MS	Charter School: Magnolia Science Academy 3
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M =	Total Number of Charter Teaching Stations	11
N =	Total Number of LAUSD Teaching Stations	20
O =	Total Number of Charter Special Education Space(s)	3
P =	Total Number of Charter Administrative Space(s)	1

$$\begin{aligned} \text{\% of Shared Use Space} &= \frac{\text{Total \# of Charter Teaching Stations (M)}}{\text{Total \# of All Teaching Stations (M + N)}} \\ &= \frac{11}{11 + 20} \\ &= 35 \end{aligned}$$

EXCLUSIVE SPACE: Charter School will occupy the following areas exclusively:

Charter Classroom(s): B1, B2, B3, B4, B5, B6, B7, B8, G-1, G-3, PA1, M-1 (Sp Ed), M-2 (Sp Ed), M-3 (Sp Ed), PA2 (Office)

Exclusive Space Square Footage

17,859.79	Total Charter School Exclusive Use Square Footage of Teaching Stations (M), Special Education Space(s) (O) and Administrative Space(s) (P) = A
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Pro Rata Share Calculations*

A =	17,859.79	A = Charter School Exclusive Use Square Footage of Teaching Stations, Special Education Space(s) and Administrative Space(s)
B =	6,816.86	B = Total Charter School Shared Use Space Square Footage Obligation (See Shared Use Space Calculation Worksheet)
C =	\$11.18	C = 2023-24 Facilities Costs per Square Foot
X = A * C	\$199,672.45	X = Charter School Exclusive Use Pro Rata Share Amount
Y = B * C	\$76,212.49	Y = Charter School Shared Use Pro Rata Share Amount
Z = X + Y	\$275,884.94	Z = TOTAL PRO RATA SHARE CHARGE DUE ANNUALLY FROM CHARTER SCHOOL
		MONTHLY PRO RATA SHARE CHARGE DUE ON THE 1ST OF EACH MONTH FROM CHARTER SCHOOL = \$22,990.41

EXHIBIT B
2023-24 SY Facilities Costs
Pro Rata Share Calculations

SHARED USE SPACE CALCULATION

<u>Area, per Exhibit A (Shared Use Agreement)</u>	<u>Area Square Footage</u>	<u>Charter %*</u>	<u>Charter School Pro Rata Shared Space Square Footage</u>
Faculty Lounge/ Dining Room	1,411.94	35%	494.18
Gymnasium	6,963.74	9%	626.74
Library	3,255.95	0%	0
Parent Center	896.00	35%	313.60
Restrooms (Inclusive)	5,764.97	35%	2,017.74
Student Locker Room	6,194.08	35%	2,167.93
Weight Room	1,196.67	100%	1,196.67
Total Charter School Shared Use Space Square Footage Obligation			6,816.86

* "Charter %" is calculated by using the total weekly hours of Charter School use of each individual Area (per Exhibit A) divided by a total of 35 hours per week. Charter % is "% of Shared Use Space" which is the maximum shared use time allocation entitlement for the Charter School (on a weekly basis), as provided by law, unless otherwise agreed to by the Parties in Exhibit A.

**The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

Magnolia Science Academy 3

EXHIBIT B
2023-24 SY Facilities Costs
Payment

Pursuant to section 4.4 of the Agreement, the Pro Rata Share Charge is due from Charter School to the District on a monthly basis in amounts equal to one-twelfth of the total Pro Rata Share Charge by the 1st day of each month. Charter School's total Pro Rata Share Charge ("Z") and monthly Pro Rata Share Charge payment are identified herein. Charter School's first monthly Pro Rata Share Charge payment is due to the District on or before **July 1, 2023.**

Note: The District will accept full payment of the total Pro Rata Share Charge on or before July 1, 2023.

Checks should be mailed to the following address:

LOS ANGELES UNIFIED SCHOOL DISTRICT
REAL ESTATE OFFICE
Attn: PROP 39 PAYMENT PROCESSING
333 S. Beaudry Ave., 1st Floor
Los Angeles, CA 90017



LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Services Division

Sent Via Email

Suat Acar
Magnolia Science Academy 3
1254 E Helmick Street
Carson, CA 90201

RE: Pro Rata Share Charges and Payment Options

Dear Charter School Operator,

This letter provides important information and offers payment options regarding Proposition 39 Pro Rata Share Charges should Magnolia Science Academy 3 (“Charter School”) accept facilities pursuant to Proposition 39 for the 2023-24 school year.

Pursuant to Proposition 39 and the Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”), Charter School is obligated to pay a Pro Rata Share Charge to the Los Angeles Unified School District (“District”). Subject to adjustments (if any) made to Charter School’s usage of shared use spaces as memorialized in Exhibit A to the Use Agreement (i.e., the “Shared Use Agreement”), Charter School’s projected total Pro Rata Share Charge for the applicable school year is \$275,884.94.

As stated in section 4.4 and Exhibit B to the Use Agreement, the Pro Rata Share Charge is due to the District on a monthly basis in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month. Charter School’s first monthly Pro Rata Share Charge payment is due to the District on or before July 1, 2023. (Charter School is also permitted to make full payment of the total Pro Rata Share Charge on or before July 1, 2023.)

PAYMENT OPTIONS

The District is offering Charter School the following four payment options:

- (1) Deliver a check to the District in an amount equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month.

If Charter School elects any of the following options, its authorized representative must sign and return the attached election form to the District by May 1, 2023.

- (2) Deliver a single check to the District in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year on or before July 1, 2023.
- (3) Authorize a one-time automatic deduction from Charter School's revenue source allocation in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year.
- (4) Authorize monthly automatic deductions from Charter School's revenue source allocation in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge for the 2023-24 school year.

For options (1) and (2), Charter School should make checks payable to "Los Angeles Unified School District" and write in the memo/note section:

"Magnolia Science Academy 3, Prop. 39 Pro Rata Share, [Month] 2023-24"

Please deliver all checks to:

Los Angeles Unified School District
Attn: Prop. 39 Payment Processing
333 S. Beaudry Avenue, 1st Floor
Los Angeles, CA 90017

REMINDER: Pursuant to section 4.4 of the Use Agreement, if Charter School fails to either make timely payment of the Pro Rata Share Charge or deposit disputed payments into escrow and provide timely notice to the District, the District shall provide Charter School with a notice of non-payment and Charter School shall have ten (10) business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment, Charter School authorizes the District, and the District shall have the right, but not the obligation, to deduct the outstanding payment amount from Charter School's revenue account.

Should you have any questions regarding this letter, please contact Karen Tandoc or Ron Morris in the Prop. 39 Payment Office at realestate-charter@lausd.net or 213-241-6785.

Sincerely,



Albert J. Grazioli, Jr.
Director of Real Estate & Business Development

Encl.

c: Jose Cole-Gutierrez
Marla Willmott
Jeanette Borden
Karen Tandoc
Ron Morris

**ELECTION FOR PAYMENT OF PROP. 39 PRO RATA SHARE CHARGE
2023-24 School Year**

**Suat Acar
Magnolia Science Academy 3
1254 E Helmick Street
Carson, CA 90201**

In lieu of delivering a check to the Los Angeles Unified School District (“District”) in an amount equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month (per section 4.4 of Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”), Magnolia Science Academy 3 (“Charter School”) elects the following option for payment of its Pro Rata Share Charge for the 2023-24 school year:

Check One:

- Charter School will deliver a single check to the District in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year, as identified in the Use Agreement and as may be amended by the parties, on or before July 1, 2023.
- Charter School authorizes a one-time automatic deduction from Charter School’s revenue source allocation, including in lieu of property taxes, in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year, as identified in the Use Agreement and as may be amended by the parties.
- Charter School authorizes monthly automatic deductions from Charter School’s revenue source allocation, including in lieu of property taxes, in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge for the 2023-24 school year, as identified in the Use Agreement and as may be amended by the parties.

By signing below, I represent that I have the authority to make the foregoing election on behalf of Charter School.

Name

Title

Signature

Date

FUNDAMENTAL PROVISIONS

SINGLE-YEAR CO-LOCATION CHARTER SCHOOL FACILITIES USE AGREEMENT

The following fundamental provisions are incorporated into the Single-Year Co-Location Charter School Facilities Use Agreement (“Agreement”). The provisions shall have the following meanings throughout the Agreement.

(a) Property Owner:	Los Angeles Unified School District (“LAUSD” or “District”), a unified school district existing under the laws of the State of California.
(b) Occupant:	Magnolia Educational & Research Foundation operating that charter school known as Magnolia Science Academy 3 (“Charter School”), a California Charter School.
(c) School Site:	The Charter School shall be located on the following District School Site in accordance with the terms of this Agreement: Curtiss Middle School (“School Site”).
(d) School Site use:	The Charter School shall use the School Site as a public school providing public education to its charter students in accordance with its Charter Petition. The Charter School shall have shared use of the School Site to the extent mutually agreed upon by the parties as set forth in the shared use exhibit attached hereto.
(e) School Year:	This Agreement provides use rights for the 2023-2024 school year.
(f) Date of Occupancy:	The Charter School’s occupancy shall begin ten (10) working days prior to the first day of instruction as identified in the Charter School’s facilities request for the 2023-2024 school year.
(g) Term:	The Term of this Agreement shall expire on June 30, 2024 .
(h) Pro Rata Share Charge:	The Pro Rata Share Charge for the Charter School’s use of the School Site shall be as outlined in Article 4, section 4.1. See Exhibit B for Pro Rata Share Charge for the School Year.
(i) Charter School’s Address for Notices:	Magnolia Science Academy 3 ATTN: Suat Acar, Chief Operations Officer 1254 E Helmick Street Carson, CA 90201 Phone No.: 213-628-3634 Email Address: sacar@magnoliapublicschools.org

<p>With a copy to:</p>	<p><u>Magnolia Public Schools</u> <u>250 E. 1st Street, Suite 1500, Los Angeles, CA 90012</u> ATTN: <u>Alfredo Rubalcava</u> Phone No.: <u>213-628-3634</u> Facsimile No.: _____ Email Address: <u>arubalcava@magnoliapublicschools.org</u></p>
<p>(j) LAUSD's Address for Notices:</p>	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director of Real Estate & Business Development Phone No.: 213-241-6457 Facsimile No.: 213-241-6784 Email Address: <u>albert.grazioli@lausd.net</u></p>
<p>With a copy to:</p>	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director, Charter Schools Division Phone No.: 213-241-0399 Facsimile No.: 213-241-2054 Email Address: <u>jose.cole-gutierrez@lausd.net</u></p>

**SINGLE-YEAR CO-LOCATION
CHARTER SCHOOL FACILITIES USE AGREEMENT**

BY AND BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT,
A UNIFIED SCHOOL DISTRICT DULY ORGANIZED AND EXISTING UNDER THE
LAWS OF THE STATE OF CALIFORNIA,
AS PROPERTY OWNER,

AND

**MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION, OPERATING THAT
CHARTER SCHOOL KNOWN AS MAGNOLIA SCIENCE ACADEMY 3, A CALIFORNIA
CHARTER SCHOOL.**

March 31, 2023

SINGLE-YEAR CO-LOCATION CHARTER SCHOOL FACILITIES USE AGREEMENT

This Single-Year Co-Location Charter School Facilities Use Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California (“LAUSD” or “District”), and **Magnolia Educational & Research Foundation**, operating that charter school known as **Magnolia Science Academy 3** (“Charter School”), a California Charter School (collectively referred to herein as the “Parties”) with reference to the following:

RECITALS

WHEREAS, LAUSD owns certain real property and facilities held in trust for the State of California to benefit all public school children residing in the District’s boundaries;

WHEREAS, Charter School is a charter school operating under the provisions of the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and providing public school instruction to school children residing in the District’s boundaries;

WHEREAS, pursuant to Education Code section 47614 and the State Board of Education’s implementing regulations (California Code of Regulations, Title 5, Section 11969.1 – 11969.11) (“Implementing Regulations”) (Education Code section 47614 and the Implementing Regulations are collectively referred to as “Prop. 39”) as they may be amended by the State Board of Education from time to time, the District has certain obligations to provide reasonably equivalent school facilities to charter schools that are providing public school instruction to school children residing in the District’s boundaries;

WHEREAS, Charter School has made a timely request for facilities in accordance with Prop. 39; and

WHEREAS, LAUSD and Charter School wish to set forth the terms and conditions on which Charter School shall have the right to occupy the School Site for purposes of operating a school, as well as the responsibilities of Charter School with respect to the use and operation thereof, and the rights and responsibilities of LAUSD as the owner of certain real property to be used and the improvements thereon.

NOW, THEREFORE, for good consideration had and received, and the mutual covenants and obligations contained herein, LAUSD and Charter School hereby agree as follows:

ARTICLE 1. GENERAL TERMS

1.1 **Definitions.** Capitalized words and phrases used and not otherwise defined elsewhere in this Agreement shall have the following meanings:

(a) “Applicable Law” means and refers to all present and future, foreseeable and unforeseeable, applicable laws (including, without limitation, the California Education Code, the

California Public Contract Code, the California Building Standards Law and any requirements of the California Division of State Architect), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal government, courts, departments, commissions, boards and offices, and any other governmental body exercising jurisdiction over the School Site or exercising functions similar to those of any of the foregoing, foreseen or unforeseen. The Parties recognize that the laws applicable to the Charter School and the District may vary.

(b) “Environmental Laws” means and refers to all federal, state and local laws, ordinances, court orders and administrative directives, 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, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and California Education Code §§ 17210, et seq., and California Code of Regulations, Title 5, §§ 14010, et seq.

(c) “Hazardous Materials” shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material, or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

(d) “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing, including continuing migration, into the environment of Hazardous Material into or through soil, air, surface water or groundwater.

(e) “District Real Property” shall mean the real property upon which the School Site is located.

(f) “District Premises” shall mean the facilities and other improvements located on the District Real Property together with the District Real Property.

(g) “Charter School Premises” shall mean that portion of the District Premises that is designated to the Charter School’s exclusive use as outlined in this Agreement.

(h) “Charter School Shared Premises” shall mean that portion of the District Premises that is shared with another District school or charter school. The Charter School Shared Premises will be mutually determined by the Charter School and LAUSD in advance by selecting from a menu of possible shared space on the District Premises. The Charter School’s Shared Premises shall be as described and outlined in Exhibit A attached to this.

(i) “Charter School Owned Premises” shall mean facilities and other improvements together with any real property that is owned by the Charter School.

(j) “Deferred Maintenance” shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

1.2 Statutory References and Exhibits. The specific statutory references in this Agreement are to the Statutes and Regulations of the State of California unless otherwise specified. All Exhibits and Attachments are deemed fully incorporated into this Agreement.

ARTICLE 2. FACILITIES, FURNISHINGS AND EQUIPMENT

2.1 Exclusive Use. LAUSD hereby grants to Charter School the exclusive use of that portion of the District Premises as fully described and outlined in Exhibit B.

2.2 Shared Use. LAUSD hereby grants to Charter School the shared use of that portion of the District Premises as fully described and outlined in Exhibit A.

2.3 Delivery of Charter School Premises. Unless the Charter School is already in possession of the Charter School Premises as mutually agreed by the District and the Charter School, the District agrees to have the Charter School Premises furnished, equipped and available for occupancy by the Charter School at least 10 working days prior to the first day of instruction in Charter School’s regular school year for the traditional school calendar.

2.4 Furnishings and Equipment. LAUSD shall provide furnishings and equipment to the Charter School. These furnishings and equipment shall remain the property of LAUSD. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.2. All furnishings and equipment located at the Charter School Premises shall be the property of LAUSD unless the Charter School has developed an inventory of the furnishings and equipment that it has

purchased for use on the Charter School Premises. The Charter School's property will be properly inventoried and supported by back-up documentation, such as receipts of purchase or other acceptable form of documentation.

2.5 Telecommunications. The District Premises are wired for telephone and computer data connectivity. The responsibility to provide all communications equipment, excluding phones, computer and related hardware, software, and all required services, shall be the responsibility of the Charter School.

2.6 Title to District Premises. Charter School understands that this Agreement shall provide Charter School with the right to occupy and use the Charter School Premises and Charter School Shared Premises as outlined in this Agreement, and Charter School represents and warrants that Charter School shall not have or assert any ownership right, title or interest to the District Premises based upon its status or possession, occupancy and use of the District Premises.

ARTICLE 3. TERM

3.1 Agreement Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on the date set forth in (g) of the Fundamental Provisions, unless otherwise agreed between the Parties as outlined in an agreement for summer occupancy, as provided in section 3.2 below, or unless terminated as outlined in this Agreement.

3.2 Summer Occupancy. LAUSD and Charter School may agree to the Charter School's access to the District Premises for a period of time in addition to the term described in section 3.1 above, as follows:

(a) At the time of its initial annual application for facilities, submitted to LAUSD not later than the November 1 deadline, Charter School shall provide LAUSD with its request to occupy the District Premises for purposes of conducting a summer session of its educational program, and an approximation of its desired classroom needs and need for shared space.

(b) By May 1, Charter School will provide LAUSD with a projection of enrollment and an exact accounting of the classrooms and shared space needed.

(c) By June 1, LAUSD will provide Charter School with notification of its assigned classroom space and shared space. LAUSD shall make reasonable efforts to provide Charter School with the space Charter School occupied during the term specified in section 3.1 above; provided, however, that if LAUSD assigns space to Charter School that differs from the space that it occupied, it will provide Charter School with such notice at this time. Charter School and LAUSD will jointly sign the notification acknowledging agreement to the summer occupancy.

(d) If Charter School does not occupy the planned space during the term of its requested occupancy, LAUSD shall have the right to charge Charter School for over-allocated space pursuant to the formula set forth in Prop 39 for over-allocated space, pro rated monthly, provided however that the notification provisions of Title 5 CCR section 11969.8 shall not apply.

(e) Charter School understands that custodial staff is assigned to day shifts during the summer to perform deep cleaning of the campus, and that it will have to pay custodial overtime to perform the daily clean-up of summer school activities, just as the District school would have to out of its local control funding budget if it were to host summer school as well.

ARTICLE 4. CHARGES FOR FACILITIES USE

4.1 Definition of Pro Rata Share Charge. The Parties acknowledge and agree that LAUSD may not, pursuant to California law, charge Charter School rent in exchange for its use of the District Premises; provided, however, that LAUSD shall have the right to charge the Charter School an annual fee for use of the District Premises consistent with Education Code section 47614(b) (the “Pro Rata Share Charge”). In exchange for payment of the Pro Rata Share Charge by Charter School, LAUSD shall perform Deferred Maintenance upon the District Premises for the benefit of Charter School. In charging the Pro Rata Share Charge, the District shall not charge the higher oversight fee under Education Code section 47613.

4.2 Calculation of Pro Rata Share Charge. The Pro Rata Share Charge shall be calculated in accordance with Title 5 CCR section 11969.7. When determining Charter School’s facilities costs, Charter School shall only be responsible for facilities payments for those types of facilities spaces used in the District’s calculation of the Pro Rata Share Charge. If the Charter School shares the District Premises, the Charter School shall only be charged the Pro Rata Share Charge on the Charter School Shared Premises on a percentage of its annual usage of the shared premises. The Pro Rata Share Charge shall be determined by calculating the actual square footage of the Charter School’s Premises and the percentage of its usage of Charter School Shared Premises. The Charter School will not be charged a Pro Rata Share Charge for the District Premises that it does not use, but may be charged a proportional Pro Rata Share Charge for shared space needed for the overall operation of the campus as set forth in Title 5 CCR section 11969.7(c). The methodology and the Pro Rata Share Charge for the Term of this Agreement is attached as Exhibit B.

4.3 Disputes as to Payments. If Charter School disputes all or any part of the Pro Rata Share Charge, Charter School shall pay the undisputed portion of the charge per the terms provided in section 4.4 below and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties, at the Charter School’s expense. The Parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Section 22.1 of this Agreement. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the Parties proportionally on the same percentage allocation as the disputed payment amount.

In such instance where Charter School disputes its obligations to pay all or part of the Pro Rata Share Charge, Charter School shall provide LAUSD with a letter or notice entitled “Payment Under Protest” stating that Charter School plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due under section 4.4 or 5.2, as

applicable. The Charter School shall provide further letter to LAUSD specifying in detail why Charter School is not required to pay all or part of such amount within thirty (30) days following the payment due date.

4.4 Assessment Schedule. The Pro Rata Share Charge will be due to LAUSD on a monthly basis in amounts equal to one twelfth of the total Pro Rata Share Charge for the applicable year. The Pro Rata Share Charge will be payable by the Charter School to LAUSD to the Director of LAUSD's Real Estate & Business Development by the 1st day of each month. If Charter School fails to either make timely payment or deposit disputed payments into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties and provide timely notice to LAUSD, LAUSD shall provide Charter School with a notice of non-payment and Charter School shall have ten (10) business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment per section 4.3 above, Charter School authorizes and LAUSD shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Revenue account.

Notwithstanding anything else in this section 4.4 above, Charter School shall have the option to request LAUSD to deduct Charter School's Pro Rata Share Charge from the Charter School's Revenue account.

4.5 Oversight Fee. If District collects a Pro Rata Share Charge, the District may only charge an oversight fee in accordance with Education Code section 47613, which shall not exceed one percent (1%) of the "revenue of the charter school" (as defined in subdivision (f) of Section 47613). If District does not collect a Pro Rata Share Charge, and does not otherwise charge a fee that may be deemed rent, the District may charge an oversight fee in accordance with Education Code section 47613, which shall not exceed three percent (3%) of the "revenue of the charter school." Oversight fees or Pro Rata Share Charges shall be altered by the Parties in accordance with any change in applicable law during the term of this Agreement. Charter School shall pay the oversight fee in accordance with the requirements for the payment of the Pro Rata Share Charge as provided in section 4.4 above.

ARTICLE 5. FEE-FOR-SERVICE CHARGES

5.1 Payment for Services. In addition to the services provided by LAUSD under this Agreement, Charter School may request and LAUSD may, from time to time, provide facilities-related services to Charter School in addition to the services provided in this Agreement, upon mutual agreement by the Parties, and shall charge Charter School for such services ("Fee-For-Service Charges"). Any recurring Fee-For-Service Charges shall be payable by Charter School on a monthly basis as set forth in section 4.4 above. One-time Fee-For-Service Charges, will be charged to Charter School on a monthly basis, and will be accompanied by an invoice that reflects the nature of the services delivered, the rate charged, and the degree of completion. A copy of any applicable LAUSD order form or job ticket shall also be enclosed with the invoice. To the extent that Charter School has requested services for which a flat monthly fee is charged, such Fee-For-Service Charges shall be prorated for any partial month. These Fee-For-Service Charges will not

be deducted by LAUSD from the Charter School's Revenue account or offset against any monies owing to the Charter School.

5.2 Timely Payment. Charter School will pay any Fee-For-Service Charges by check or cash within twenty (20) days following the receipt of the invoice. If Charter School fails to pay the Fee-For-Service Charges, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount is due until the date paid.

5.3 Timely Charges. The Parties agree that no amounts may be charged or disputed for services that have been delivered over a period that exceeds twelve (12) months, and that Charter School will have no obligation to pay any amounts charged pursuant to an order or request for services that is more than twelve (12) months old, regardless of whether the services have been delivered and/or completed.

5.4 Disputes as to Payments. If Charter School disputes all or any part of the Fee-For-Service Charges, Charter School shall pay the undisputed portion of the charge per the terms provided in sections 5.1 and 5.2 above, and shall handle the disputed portion as set forth in section 4.3 above.

ARTICLE 6. INSURANCE

6.1 Charter School's Insurance. Charter School, at Charter School's sole cost and expense, shall both obtain and keep in full force and effect, beginning on the Effective Date and continuing until this Agreement terminates, the following insurance policies for the District Premises, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

(a) Liability Insurance. Commercial general liability insurance with respect to the District Premises and Charter School Owned Premises, if any, and the operations of or on behalf of Charter School in, on or about the District Premises, including but not limited to: bodily injury, sexual molestation coverage, automobile liability coverage (if Charter School owns vehicles), product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the Charter School as required by LAUSD as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of LAUSD. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the charter school's insurance primary, provided however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter School.

(b) Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard “All Risks” coverage, including sprinkler leakage, insuring all of Charter School’s trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property (“Charter’s Property”) in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain: (i) coinsurance or contribution clauses, (ii) a replacement cost endorsement, and (iii) a waiver of subrogation in favor of LAUSD. With regard to such property insurance, LAUSD agrees that Charter School shall have the right to participate in insurance policies obtained by LAUSD where such policies are less expensive or otherwise more advantageous to Charter School than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that Charter School has no obligation hereunder to purchase earthquake coverage.

(c) Workers’ Compensation, Employer Liability. Workers’ compensation insurance in accordance with provisions of the California Labor Code adequate to protect the charter school from claims that may arise from its operations pursuant to the Workers’ Compensation Act, and employer’s liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(d) Fidelity Bond. Fidelity bond coverage for all of Charter School’s employees and who handle, process, or otherwise have responsibility for Charter School’s funds, supplies, equipment or other assets. Minimum amount of coverage shall be One Million Dollars (\$1,000,000) per occurrence, with no self-insurance retention.

6.2 Insurance Policy Criteria. All policies of insurance required to be carried by Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard LAUSD requires for non-charter public schools [A.M. Best A-, VII or better]. Any such insurance required of Charter School hereunder may be furnished by Charter School under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to LAUSD prior to the date Charter School is given the right to possession of the District Premises, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. In addition, LAUSD and the Board of Education of the City of Los Angeles shall be named as an additional insured on the liability policies and a loss payee on the property coverages for the District Premises. LAUSD may, at any time and from time to time, upon reasonable notice to Charter School and at no cost to Charter School, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of Charter School under this Agreement.

6.3 Failure to Obtain Insurance. If Charter School fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any Applicable Law, LAUSD may (but without obligation to do so), and with concurrent notice to Charter School, perform such obligations on behalf of

Charter School, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by Charter School to LAUSD.

6.4 Reimbursement. Charter School shall reimburse LAUSD for cost of the premiums paid by LAUSD for the insurance carried by LAUSD pursuant to the terms of section 6.3 herein, in accordance with section 5.2. Such amounts will be payable by check, and may not be deducted by LAUSD from Charter School's Revenue account.

6.5 District Insurance. During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the District Premises and any District-owned personal property) in amounts equal to that which would be in place if the District Premises were occupied by another school of the District. For services provided by the District to the Charter School, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

ARTICLE 7. USE OF PREMISES

7.1 Use. Charter School shall use the District Premises for the operation of a school serving school students consistent with the terms of the Charter School's charter, and incidental related uses, such as educational and extracurricular uses, with such use being subject to the terms of this Agreement and all Applicable Law.

7.2 Civic Center Use. Although Charter School shall have the exclusive use of the Charter School Premises, LAUSD, with the prior consent of Charter School, may agree to make the Charter School Premises available to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.). If Charter School authorizes access to Charter School Premises pursuant to Civic Center Act, Charter School assumes the risk of loss or damage to property as a result of that access.

LAUSD shall have the right to provide use of Charter School Shared Premises to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.); provided, however, that Charter School shall have first right of use of Charter School Shared Premises if Charter School has timely scheduled use of the Charter School Shared Premises with the local LAUSD school principal by September 15 for the period of November through February, January 15 for the period of March through June, and May 15 for the period of July through October or prior to LAUSD granting use and/or access to a third party.

7.3 Compliance with Laws. The District is not aware of any defect in or condition of the District Premises that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the District Premises that calls into question the appropriateness or sufficiency of the District Premises for their intended purpose. The District discloses that the District Premises may not be in compliance with statutes, ordinances, regulations, orders or holdings that were subsequently enacted or issued after the construction of

the District Premises and the District offered the Charter School Premises and Charter School Shared Premises based upon the information Charter School disclosed in its Prop. 39 facilities request or otherwise disclosed to the District.

Charter School agrees to use and occupy the District Premises in accordance with all Applicable Law. LAUSD acknowledges that Charter School shall not be responsible for repairs, replacements, alterations, renovations or other modifications or improvements that may result from the District Premises' failure to comply with Applicable Laws unless legal non-compliance or the requirement to comply with current Applicable Laws is the result of an act or omission of Charter School. LAUSD agrees that Charter School shall not be liable for any harm, injury, or other liability resulting from the District Premises' failure to comply with Applicable Laws. Notwithstanding anything herein to the contrary, Charter School shall only be responsible for the District Premises' compliance with Environmental Laws, the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) access rights to the extent Charter School makes any modifications or improvements to the District Premises. Charter School shall not be responsible for any and all environmental conditions which existed on, below, above or around the District Premises prior to the Charter School's occupancy of the District Premises or caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

7.4 Compliance with Charter Petition. Charter School shall, at its sole cost and expense, promptly and at all times comply with the terms and provisions of the Charter School's charter, as it may be amended or renewed by LAUSD or its chartering agency. Notwithstanding the forgoing, if this Agreement conflicts with any provision in the Charter School's charter this Agreement shall supersede the charter.

7.5 Continuous Use. Charter School shall uninterruptedly operate a school at the District Premises during the Term of this Agreement.

7.6 Finger Printing. Each party shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in the Education Code.

7.7 Shared Use. If the District Premises are shared with another District school or program or one or more other charter schools, the use of the Charter School Shared Premises shall occur in accordance with the Shared Use Agreement, attached hereto as Exhibit A. The Shared Use Agreement shall be negotiated in good faith and terms shall be mutually entered into between the Charter School and the LAUSD host school principal.

ARTICLE 8. ALTERATIONS AND SIGNAGE

8.1 Alterations. During the Term of this Agreement, Charter School shall have no right to make alterations, additions, or improvements to the District Premises, which shall include modular classrooms ("Alterations"), unless previously approved by LAUSD and in accordance with conditions set forth by LAUSD in the approval letter delivered by LAUSD or otherwise mutually agreed in writing. Charter School may submit a request to make Alterations to the

District Premises and LAUSD agrees to act upon a timely and complete request by Charter School within thirty (30) days. If LAUSD fails to provide a response to Charter School within thirty (30) days regarding any such timely and complete request the request shall be deemed approved. Any alterations, additions, or improvements must not cause the District Premises to be incompatible with the operation of a school within the public system of the City of Los Angeles, and must be made in compliance with all Applicable Laws and LAUSD policies. Unless otherwise agreed in writing, the Charter School maintains its ownership rights in any Alterations and may be allowed to remove the same at termination of this Agreement and restore the property to the condition reasonably equivalent to that existing prior to Alteration at Charter School's expense.

8.2 Signage. Charter School may install signage at the District Premises, including one sign at the Charter School's main entrance stating the charter school name and other pertinent information, a sign indicating the main office of the Charter School, and other directional signs as appropriate. The signage shall not require any Alterations to the District Premises in order to erect such signage. Such signage shall be in compliance with any District standards previously made available to Charter School and Charter School's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. The Charter School may place additional signs on the property with prior LAUSD approval.

ARTICLE 9. SURRENDER; END OF THE TERM

9.1 Surrender of District Premises. On the last day of the Term hereof, Charter School shall surrender to LAUSD the District Premises, vacant and in the same condition as when received or made, ordinary wear and tear excepted, free and clear of any liens or encumbrances. All Alterations made by or for Charter School, whether temporary or permanent in character, made either by LAUSD or Charter School, shall, unless otherwise agreed to by the District, be removed and the District Premises shall be surrendered to LAUSD upon expiration of the Term or termination of this Agreement and the property shall be restored to the condition existing prior to Alteration at the expense of Charter School. If any Alterations are made, at least thirty (30) days prior to the last day of the Term hereof, Charter School shall provide the District with its plan of removal and restoration, and the District may require modifications to said plan to ensure that the premises are restored to substantially the same condition they were in prior to Charter School occupancy. By the last day of the Term, Charter School shall remove completely all of Charter School's personal property, including moveable furniture, trade fixtures, and equipment not attached to the District Premises, and repair all damage caused by such removal. Any of Charter School's personal property not so removed shall, with the exception of any modular classrooms purchased by Charter School, after written notification to the Charter School, at the option of LAUSD, automatically become the property of LAUSD upon the expiration or termination of this Agreement or 15 business days following written notification to the Charter School. Thereafter, LAUSD may retain or dispose of in any manner the personal property not so removed, without any notice or liability whatsoever to Charter School.

9.2 Compliance with Applicable Law. All removal of property is subject to Applicable Law, including any local permits and/or approval by the Division of State Architect of the State Department of General Services.

ARTICLE 10. HOLDING OVER

10.1 Holding Over. Charter School shall surrender possession of the District Premises immediately upon the expiration of the Term or earlier termination of this Agreement. Absent a written agreement to the contrary, Charter School will not be permitted to hold over possession of the District Premises after such expiration or earlier termination of the Term without the express written consent of LAUSD, which consent LAUSD may withhold in its sole and absolute discretion. Any holdover by Charter School shall constitute a breach of this Agreement by Charter School entitling LAUSD to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

During any hold over period, Charter School shall: (i) not occupy and use the District Premises during the hold over period except to remove its personal property and Alterations as it has coordinated with LAUSD; and (ii) authorize LAUSD to deduct \$100 per day (or any portion thereof) from Charter School's monthly revenue account commencing on the sixth day of the hold over and said per day rate shall increase by 100% for each 15 day period thereafter; provided, however, that these hold over provisions shall not apply to those situations where Charter School previously made a timely and legally sufficient request under Prop. 39 for the school year to commence after the last day of the Term of this Agreement, LAUSD made a facilities offer and Charter School accepted, and there is a delay in the delivery of the facilities.

ARTICLE 11. LAUSD'S ACCESS AND OBLIGATIONS

11.1 Entry. LAUSD and its authorized representatives shall have the right, after forty-eight (48) hours prior written notice to Charter School, to enter the District Premises during normal business hours for the purpose of inspection and audit ("Inspection"); or to perform Deferred Maintenance in or on the District Premises pursuant to a request from Charter School or in accordance with the five year plan for Deferred Maintenance to be updated annually by LAUSD's Maintenance and Operations Branch in consultation with Charter School as set forth below. Nothing in this section shall prevent LAUSD from entering the District Premises to address an emergency upon the District Premises nor shall this provision restrict the LAUSD Charter Schools Division's authority to enter the District Premises without advanced notice to perform its general oversight responsibilities under the terms of Charter School's charter and Applicable Law. An "emergency" shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the District Premises, or circumstances that risk further imminent damage or destruction to the District Premises, or otherwise jeopardizes the operation of the District Premises including, but not limited to, the safety and sanitary condition of the District Premises.

11.2 Right to Perform. If Charter School fails to perform any covenant or condition to be performed by Charter School, LAUSD and its authorized representative shall have the right to enter the District Premises during normal business hours for the purpose of performing such

covenant or condition at LAUSD's option after ten (10) days written notice to and failure to perform by Charter School or to provide notice to LAUSD pursuant to section 16.1(b) of this Agreement. Charter School shall reimburse LAUSD, in accordance with section 5.2 above, for all reasonable costs incurred in so performing. Any performance by LAUSD of Charter School's obligations shall not waive or cure such default. LAUSD may perform Charter School's defaulted obligations at Charter School's sole cost and expense.

11.3 Other. LAUSD shall have the right after forty-eight (48) hours prior written notice to Charter School to enter the District Premises at all reasonable times during usual business hours for the purpose of exhibiting the same to prospective purchasers or mortgagees or charter schools thereof.

11.4 Obligation to Inspect. On an annual basis, LAUSD's Maintenance and Operations Division will inspect the District Premises and deliver a copy of their inspection to the Charter School prior to commencement of its occupancy. It is understood and agreed by the Parties that LAUSD will bear the sole cost and responsibility for such inspection.

11.5 Deferred Maintenance Plan and Services. The Parties acknowledge and agree that LAUSD has certain obligations to deliver Deferred Maintenance to the District Premises in exchange for Charter School's Pro Rata Share Charge payments. In furtherance of its obligations, LAUSD shall maintain or cause to be maintained a "Deferred Maintenance Plan" for the District Premises. The Deferred Maintenance Plan shall include a schedule and description of Deferred Maintenance services to be delivered by LAUSD to Charter School to cover the Term of this Agreement; provided, however, that the Parties acknowledge that there may not be any scheduled Deferred Maintenance services conducted during the term of this Agreement pursuant to LAUSD's five year plan. LAUSD shall deliver the Deferred Maintenance Plan to Charter School before July 31 of the year of Charter School's occupancy. In addition to the services set forth in the Deferred Maintenance Plan, Charter School may request additional Deferred Maintenance services or accelerated service by telephoning LAUSD's Maintenance Operations Division. LAUSD shall, whenever feasible and without jeopardizing priority maintenance services to other schools, perform such additional or accelerated Deferred Maintenance services for Charter School. LAUSD acknowledges and agrees that it will carry out its responsibilities pursuant to this section 11.5 in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Law and LAUSD policies. LAUSD further acknowledges and agrees that all work it is obligated to perform pursuant to this section 11.5 will be timely commenced and diligently prosecuted through completion.

11.6 Maintenance and Operations. Maintenance and Operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment.

LAUSD shall solely be responsible for performing M&O on the Charter School Premises and the Charter School Shared Premises to maintain a good, safe and sanitary condition. Charter School shall not be responsible to perform any M&O services. LAUSD shall provide M&O services to the Charter School pursuant to LAUSD's M&O standards and policies and shall

provide these services at a service level similar to that provided to LAUSD public schools. Costs of M&O services are included in the Pro Rata Share Charge (Facilities Costs) which are paid by the Charter School and determined by calculating the actual square footage of the Charter School's Premises and the percentage of Charter School's usage of the Charter School Shared Premises. The Pro Rata Share Charge (Facilities Costs) rate and calculation methodology are attached hereto as Exhibit B. If the Charter School requests any additional facilities-related services that are above and beyond the service level provided to LAUSD public schools and which are not included in the Pro Rata Share Charge (Facilities Costs) but have been agreed to be provided by LAUSD, costs of said services will be charged to the Charter School on a fee-for-service basis as set forth in Article 5 above. Fee-For-Service Charges shall be based upon rates that will be updated by LAUSD and circulated to the Charter School prior to July 31 and which shall be in effect through at least July 31 of the next year.

If and when the Charter School needs additional M&O services and these have been agreed to be provided by LAUSD, Charter School may request said services from LAUSD's Maintenance and Operations Branch by contacting the Complex Project Manager (CPM) for the School Site. The current CPM directory can be found at: <https://achieve.lausd.net/Page/1370>, and an estimate for the requested services will be delivered to Charter School within five (5) working days of the request. Charter School shall report service calls to the School Site plant manager. Only in case of an M&O related emergency, Charter School may call the Service Line Hotline at (213) 745-1600 (M-F 6:30am – 5:00pm); for all M&O related emergencies outside of these hours, Charter School shall contact the LAUSD School Police Department at (213) 625-6631. To the extent a service is being delivered on a long-standing or continuous basis, it is understood and agreed by the Parties that such request for services must be renewed at the outset of each school year to be a validly enforceable obligation.

11.7 Pest Management. Notwithstanding anything provided in this Agreement, LAUSD shall provide the pest management for the District Premises in accordance with LAUSD's Integrated Pest Management Program policy upon written notice to Charter School of its intention to do so. The schedule upon which the pest management service will be provided, as well as the estimated cost of such pest management service. Charter School shall pay the reasonable and customary fee or charge for said pest management service in accordance with Article 5 above.

ARTICLE 12. LIENS

12.1 Liens. Charter School shall not suffer or permit any liens to stand against the District Premises, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If, as a result of work performed by or under the direction of the Charter School, any such lien shall at any time be filed against the District Premises, the Charter School shall provide written notice thereof to the District as soon as notice of such lien or action comes to the knowledge of the Charter School. The Charter School shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by LAUSD to subject its estate in the District Premises or any estate that may be construed in favor of Charter School under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

12.2 Release of Liens. If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by the Charter School whose dealings gave rise to the lien and without releasing the Charter School from any of its obligations, may cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien. The Charter School shall pay to the District any sum paid by the District to remove such liens in accordance with section 5.2 above.

ARTICLE 13. ALLOCATION OF RISK

13.1 Indemnity. LAUSD and Charter School hereby agree and acknowledge that the relationship between LAUSD and Charter School is solely a landlord/Charter School type relationship and not a principal/agent relationship. Charter School and LAUSD are acting on their own behalf in operating from the District Premises any school thereon (or any other purpose(s) thereupon) and neither is operating as an agent of the other.

To the fullest extent permitted by law, Charter School and LAUSD shall indemnify, defend and protect each other and their affiliates, successors and assigns, and their officers, directors, shareholders, board members, other members, partners, agents and employees (sometimes referred to as the “Indemnified Party” or sometimes collectively referred to as the “Indemnified Parties”) and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys’ fees) incurred in connection with or arising from any cause (i) in Charter School’s or LAUSD’s use or occupancy of the District Premises, or (ii) in connection with Charter School’s or LAUSD’s operations at the District Premises, including without limiting the generality of the foregoing:

(a) any default by Charter School or LAUSD in the observance or performance of any of the terms, covenants or conditions of this Agreement;

(b) the use or occupancy of the District Premises by Charter School or LAUSD or any person claiming by, through or under Charter School or LAUSD, or their employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the District Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, “Liability”; collectively, “Liabilities”); and

(c) any claim by a third party that Charter School or LAUSD is responsible for any actions by the other party in connection with any use or occupancy of the District Premises or in any way related to this Agreement.

Notwithstanding anything to the contrary set forth in this Section, the provisions of this section 13.1 shall not apply to the extent that all or part of the Liabilities are due to the gross negligence or willful misconduct of the Indemnified Parties or due to the breach of the Indemnified Party’s obligations under this Agreement. The provisions of this section 13.1 shall survive the expiration or sooner termination of this Agreement.

Charter School or LAUSD shall, upon request by Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Parties on the following terms and conditions:

(a) The party requesting the benefits of this section 13.1 shall deliver to the other party a written request for defense of a Liability. The receiving party shall have thirty (30) days after the date of the receipt of the request to determine whether the request for defense is appropriate and deliver either a written notice of assumption of defense or rejection of request (“Notice”). If the receiving party denies the request, the requesting party may defend such Liability and pursue any rights or remedies available at law for the rejection of the request.

(b) If the request for defense has been accepted, such defense shall be conducted by reputable attorneys retained by Charter School or LAUSD, as applicable, selected from a list approved by Charter School or LAUSD, as applicable, all at Charter School’s or LAUSD’s sole cost and expense. In the event the interests of Charter School or LAUSD and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Charter School or LAUSD, as applicable, shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(c) If Charter School or LAUSD fails to deliver the Notice or fails to choose counsel from the other party’s approved list, Charter School or LAUSD shall conclusively be bound by and be liable for all liability suffered or incurred by such Indemnified Party, including without limitation, the amount of any judgment, settlement, compromise, fine or penalty, and all costs and fees of counsel incurred by such Indemnified Party in connection therewith, whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

(d) Charter School and LAUSD agree to promptly notify each other of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Charter School or LAUSD, or any of their directors, officers, agents or employees, in connection with the matters covered hereby.

ARTICLE 14. DAMAGE AND DESTRUCTION

14.1 Notice to LAUSD. Charter School shall provide written notice to LAUSD immediately of any casualty that wholly or partially damages or destroys the Charter School Premises or Charter School Shared Premises.

14.2 If there is damage or destruction, in whole or in part, to the Charter School Premises or Charter School Shared Premises:

(a) Unsafe Access or Use. If Charter School and LAUSD determine that all or substantially all of the Charter School Premises and/or Charter School Shared Premises are inaccessible or unusable by Charter School in a safe manner, then the Parties may mutually agree to terminate this Agreement.

(b) Safe Access or Use. If Charter School and LAUSD determine that Charter School can safely continue its educational program from the Charter School Premises, Charter School may elect to continue the Agreement in effect; provided, that Charter School's Pro Rata Share Charge shall be adjusted proportionately for that portion of the Charter School Premises and/or Charter School Shared Premises that Charter School cannot and relinquishes use of.

(c) Upon mutual agreement between the Parties, Charter School may elect to pay LAUSD for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by LAUSD. If Charter School exercises such option, this Agreement shall continue in full force and effect but the Pro Rata Share Charge and all other charges, expenses and fees shall be proportionately reduced as provided in section 14.2(b).

(d) If this Agreement is terminated pursuant to this section 14.2, LAUSD shall make best efforts to house Charter School's entire program that was conducted at the Charter School Premises in a single facility for the remainder of the Charter School's planned school year. If LAUSD cannot provide Charter School with a single facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program that was conducted at the Charter School Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the District Premises or at other District real property that LAUSD deems appropriate; provided, that pursuant to section 47614(b)(1) of the Education Code, nothing herein shall obligate LAUSD to expend unrestricted general fund revenues.

ARTICLE 15. EMINENT DOMAIN

15.1 Termination of Agreement. This Agreement shall terminate if all of the Charter School Premises or Charter School Shared Premises are permanently taken under the power of eminent domain. If only a part of the Charter School Premises or Charter School Shared Premises is permanently taken under the power of eminent domain, LAUSD or Charter School may elect to terminate this Agreement by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Agreement, the Pro Rata Share Charge shall be proportionately reduced based on the portion of the Charter School Premises or Charter School Shared Premises rendered unusable, and LAUSD shall restore the Charter School Premises or Charter School Shared Premises by constructing a demising wall deemed necessary by LAUSD to separate the Charter School Premises or Charter School Shared Premises from the portion permanently taken. In the event LAUSD terminates this Agreement pursuant to this section, LAUSD shall make best efforts to house Charter School's entire program in a contiguous facility for the remainder of the Charter School's planned school year. If LAUSD cannot house the Charter School's entire program in a single contiguous facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program across multiple facilities or by use of temporary modular classrooms.

15.2 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the District Premises, LAUSD shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the District Premises. Nothing contained in this Article 15 shall be deemed to give LAUSD any

interest in or to require Charter School to assign to LAUSD any separate award as designated by the condemning authority made to Charter School for (i) the taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's relocation expenses.

15.3 Temporary Taking. No temporary taking of the Charter School Premises or Charter School Shared Premises or any part of the Charter School Premises or Charter School Shared Premises and/or of Charter School's rights to the Charter School Premises or Charter School Shared Premises or under this Agreement shall terminate this Agreement or give Charter School any right to any abatement of any payments owed to LAUSD pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to LAUSD, except as to compensation for (i) the temporary taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's temporary relocation expenses.

ARTICLE 16. CHARTER SCHOOL'S DEFAULT; LAUSD'S REMEDIES

16.1 Charter School's Default. The occurrence of any one of the following events shall be considered a default of this Agreement by Charter School:

(a) The failure of Charter School to pay any charges or fees due and payable hereunder pursuant to the provisions of sections 4.4 or 5.2, as applicable, or otherwise provided herein; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

(b) The failure of Charter School to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. LAUSD shall provide Charter School with written notice of default and Charter School shall have ten (10) business days to provide a response to LAUSD either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by LAUSD within which Charter School will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by LAUSD to Charter School without prior written agreement by LAUSD. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

(c) Charter School's abandonment of the Charter School Premises for a period of thirty (30) consecutive days, it being agreed that the fact that any of Charter School's property remains in the Charter School Premises shall not be evidence that Charter School has not vacated or abandoned the Charter School Premises; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Charter School Premises.

(d) The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School of a petition to have Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Charter School Premises, or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Charter School Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

(e) Any failure by Charter School to execute and deliver any statement or document described in Article 20 below within a reasonable period of time after LAUSD's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

(f) The assignment, subletting or other transfer of this Agreement in violation of Article 18.

(g) The cessation of Charter School's program after a revocation, nonrenewal or surrender of the charter to the granting agency. However, Charter School shall not be in default of this Agreement until after Charter School has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

16.2 LAUSD's Remedies.

(a) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from LAUSD of such default, LAUSD shall have the right, in addition to all other rights available to LAUSD under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing Charter School with a ninety (90) day prior written notice of termination. Upon termination, LAUSD may recover any damages proximately caused by Charter School's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by LAUSD in an effort to mitigate damages, as well as any other damages which LAUSD is entitled to recover under any statute now or later in effect.

(b) In accordance with Civil Code section 1951.4 (or any successor statute), Charter School acknowledges that in the event Charter School has breached this Agreement and abandoned the District Premises, this Agreement shall continue in effect for so long as LAUSD does not terminate Charter School's right to possession, and LAUSD may enforce all its rights and remedies under this Agreement, including the right to recover the Pro Rata Share Charge as it becomes due under this Agreement and the reasonable costs incurred to preserve the property. Acts of

maintenance or preservation of the Charter School Premises or Charter School Shared Premises or the appointment of a receiver upon initiative of LAUSD to protect LAUSD's interest under this Agreement shall not constitute a termination of Charter School's right to possession. In addition to its other rights under this Agreement, LAUSD has the remedy described in Civil Code section 1951.4.

(c) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from LAUSD of such default, LAUSD shall also have the right, with or without terminating this Agreement, to enter the Charter School Premises or Charter School Shared Premises and remove all persons and personal property from the District Premises, such property being removed and stored in a public warehouse or elsewhere at Charter School's sole cost and expense. No removal by LAUSD of any persons or property in the District Premises shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by LAUSD in writing, or decreed by a court of competent jurisdiction. LAUSD's right of entry shall include the right to remodel the Charter School Premises or Charter School Shared Premises and re-let the Charter School Premises or Charter School Shared Premises. Any payments made by Charter School or third party to whom the facilities are re-let shall be credited to the amounts owed by Charter School under this Agreement. No entry by LAUSD shall prevent LAUSD from later terminating this Agreement by written notice.

(d) If Charter School fails to perform any covenant or condition to be performed by Charter School within a the time period specified in this Agreement after Charter School received written notice of such failure from LAUSD, LAUSD may perform such covenant or condition at its option, after notice to Charter School. In the event of an emergency, LAUSD has the right to perform such activity to mitigate the impact of the emergency. All reasonable costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by Charter School in accordance with section 5.2 hereof. Any performance by LAUSD of Charter School's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by LAUSD in collecting payments due, or enforcing the obligations of Charter School under this Agreement shall be paid by Charter School to LAUSD in accordance with section 5.2 hereof.

(e) The rights and remedies of LAUSD set forth herein are not exclusive, and LAUSD may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 17. LAUSD'S DEFAULT; CHARTER SCHOOL'S REMEDIES

17.1 LAUSD's Default. LAUSD shall be considered in default of this Agreement for failure by LAUSD to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case LAUSD shall perform its obligations immediately). Charter School shall provide LAUSD with written notice of default and LAUSD shall have ten (10) business days to provide a response to Charter School either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to Charter School within which LAUSD will diligently prosecute the same to completion. In no event shall such default continue

for more than ninety (90) days after written notice thereof by Charter School without prior written agreement by Charter School.

17.2 Charter School's Remedies. If LAUSD fails to perform any covenant or condition to be performed by LAUSD within the time period specified in section 17.1 after LAUSD received written notice of such failure from Charter School, Charter School shall have the right to withhold payment as its remedy for LAUSD non-performance, as specified in Article 4 or Article 5 of this Agreement. In the event of an emergency, Charter School has the right to perform such activity to mitigate the impact of the emergency. All out-of-pocket, reasonable costs and expenses actually incurred by Charter School as a result of LAUSD's failure to perform under this Agreement, in collecting payments due, or enforcing the obligations LAUSD under this Agreement shall be paid by LAUSD to Charter School within thirty (30) days of written demand therefor.

The rights and remedies of Charter School set forth herein are not exclusive, and Charter School may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 18. ASSIGNMENT AND SUBLETTING

18.1 No Assignment or Subletting. Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or lease or sublet all or any part of the District Premises without LAUSD's prior written consent. LAUSD and Charter School acknowledge and agree that this Agreement is being entered into so that Charter School may operate a charter school. Charter School acknowledges and agrees that it has no right to assign or sublease this Agreement. Any purported transfer shall be void. No consent to transfer shall constitute a waiver of the provisions of this Article 18.

ARTICLE 19. HAZARDOUS MATERIALS

19.1 Compliance with Laws. Charter School shall comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the Charter School Premises and Charter School Shared Use Premises, including but not limited to, air, soil and ground water conditions. Charter School shall not use Hazardous Materials on, under or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws; provided, however, that Charter School may use normal and customary cleaning solutions and office supplies so long as the use of such solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that Charter School may use normal and customary chemicals for classroom use so long as the use of such chemicals are in quantities and in a manner wholly consistent with all applicable school standards and approved by LAUSD'S Office of Environmental Health and Safety (OEHS). Without limiting the generality of the foregoing, Charter School shall not transport, use, store, maintain, generate, manufacture, handle, dispose, Release or discharge any Hazardous Material upon or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws during the Term of this Agreement. In addition, Charter School shall be cognizant of activities that it conducts on the Charter School Premises and Charter School Shared Use Premises which may be considered to be a "project" under CEQA.

Prior to engaging in any activity which may trigger CEQA compliance, Charter School shall notify LAUSD of the need for possible environmental review of such activity.

19.2 Notice. Charter School will promptly notify LAUSD in writing if Charter School has or acquires actual notice or knowledge that any Hazardous Material has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws. Charter School shall promptly provide copies to LAUSD of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the conditions of the Charter School Premises and Charter School Shared Use Premises or compliance with Environmental Laws. Charter School shall promptly supply LAUSD with copies of all written notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. To the extent Charter School has actual knowledge of the same, Charter School shall promptly notify LAUSD of any liens threatened or attached against the Charter School Premises and Charter School Shared Use Premises pursuant to any Environmental Laws.

19.3 Inspection. LAUSD and LAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by LAUSD ("LAUSD Parties"), may (but without the obligation or duty to do so), at any time and from time to time, on not less than two (2) business days' written notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Charter School Premises and Charter School Shared Use Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Article 19, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as LAUSD and Charter School may agree. Charter School will comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763.

19.4 Indemnification. Except to the extent of LAUSD's and LAUSD Parties' negligence or willful misconduct, Charter School shall indemnify, defend (by counsel reasonably approved in writing by LAUSD), protect, save and hold harmless LAUSD and LAUSD Parties from and against any and all Claims arising from any breach of Charter School's covenants under this Article 19.

19.5 LAUSD Disclosures. To the best knowledge of LAUSD and unless identified in Exhibit C attached hereto and incorporated herein or otherwise disclosed to Charter School, the District Premises has not been used to treat, store, process, or dispose of Hazardous Materials, except for normal and customary cleaning solutions and office supplies in quantities and in a manner wholly consistent with all applicable Environmental Laws and normal and customary chemicals used in the course of LAUSD's programs, and to the best knowledge of LAUSD there is no Release nor has there ever been any Release of such Hazardous Materials at, on, about or under the District Premises which would give rise to a cleanup or remediation obligation under any applicable federal, state or local Environmental Laws or under common law. LAUSD discloses that it presumes many of the LAUSD school campuses have asbestos, including

insulation or flooring, lead, and possibly other Hazardous Materials that were acceptable for use from the time of the construction of the District Premises to the present or undiscovered to date. Charter School should use the District Premises with such presumption in mind.

LAUSD hereby indemnifies, defends (by counsel reasonably approved in writing by Charter School), protects, saves and holds harmless Charter School from and against any and all loss, liability, damage, cost, expense or claim arising from (a) any breach of LAUSD's representations and warranties contained in this Agreement; or (b) any and all environmental conditions caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

ARTICLE 20. NOTICE

20.1 Notice. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery), addressed as provided in section 22.24, except as otherwise provided above. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above, or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. LAUSD and Charter School hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or Charter School's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article 20.

ARTICLE 21. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

21.1 Obligations of Charter School. This Agreement and the rights granted to Charter School by this Agreement are and shall be subject and subordinate at all times to all deeds of trust or mortgages now or later affecting or encumbering all or any part of the District Premises and/or any ground or underlying leasehold estate; provided, however, any such subordination shall be subject to the execution of a non-disturbance agreement reasonably acceptable to Charter School by LAUSD under the deed of trust or mortgage; and provided, further, however, that if LAUSD elects at any time to have Charter School's interest in this Agreement be or become superior, senior or prior to any such instrument, then upon receipt by Charter School of written notice of such election, Charter School shall immediately execute all necessary and reasonable subordination instruments or other reasonable documents confirming the subordination of such mortgage or deed of trust to this Agreement.

21.2 LAUSD's Right to Assign. LAUSD's interest in this Agreement may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Agreement shall

empower Charter School to do any act without LAUSD's prior consent which can, shall or may encumber the title of the owner of all or any part of the District Premises.

21.3 Attornment by Charter School. In the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall attorn to and recognize the beneficiary or purchaser at the foreclosure sale, as Charter School's landlord under this Agreement, and Charter School agrees to execute and deliver at any time upon request of such beneficiary, purchaser, or their successors, any instrument to further evidence such attornment. Charter School hereby waives its right, if any, to elect to terminate this Agreement or to surrender possession of the District Premises in the event of any such mortgage or deed of trust foreclosure.

21.4 Non-Disturbance. Notwithstanding any of the provisions of this Article to the contrary, in the event of the cancellation or termination of any or all other agreements affecting all or any part of the District Premises in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or in the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall be allowed to occupy the District Premises and this Agreement shall remain in effect, subject to the terms of this Agreement.

ARTICLE 22. MISCELLANEOUS

22.1 Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an employee(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request

for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

22.2 Merger. The voluntary or other surrender of this Agreement by Charter School, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of LAUSD, terminate all or any existing subleases or subtenancies, or may, at the option of LAUSD, operate as an assignment to it of Charter School's interest in any or all such subleases or subtenancies.

22.3 Relationship. The relationship between LAUSD and Charter School is not and shall not be deemed or construed either as a partnership or as a joint venture.

22.4 Quiet Enjoyment. Provided Charter School has performed all of the terms, covenants, agreements and conditions of this Agreement, including the payment of all other sums due hereunder, Charter School shall peaceably and quietly hold and enjoy the District Premises for the Term hereof, but subject to the provisions and conditions of this Agreement, against LAUSD and all persons claiming by, through or under LAUSD. Charter School's right to use the District Premises as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any Applicable Law now in force or which may hereafter be in force.

22.5 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22.6 Captions. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement of the intent of any provision hereof.

22.7 Amendment. No amendment or modification to this Agreement shall be effective for any purpose unless in writing signed by LAUSD and Charter School indicating an intent to modify this Agreement.

22.8 Choice of Law. This Agreement shall be governed by the laws of the State of California.

22.9 Interpretation. This Agreement shall be deemed to be jointly prepared by both Parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

22.10 Attorneys' Fees. In the event either party should commence an action against the other to enforce any obligation set forth herein, the unsuccessful party shall pay to the prevailing party its costs of litigation or arbitration, including reasonable attorneys' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

22.11 Counterparts and Electronic Execution. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart may be delivered by electronic mail (in electronic format such as .pdf or .tif or other accepted format) and shall be effective as delivery of a manually executed and personally delivered counterpart to create a validly executed instrument.

22.12 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

22.13 Successors and Assigns. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto; provided, however, that the terms of this Agreement shall be binding, without exception or limitation, against any school district(s) or similar governmental agency that may be created as a subset of or successor to LAUSD as owner of the District Premises or as chartering agency with respect to the Charter Petition, as it may be extended or amended from time to time.

22.14 Time Is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

22.15 Gender. As used herein, the neuter gender includes the feminine and the masculine, the masculine includes the feminine and the neuter, and the feminine includes the masculine and the neuter; and each includes corporation, partnership or other legal entity when the context so requires.

22.16 Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by Charter School in strict accordance with said terms. Nothing in this Agreement shall be deemed a waiver of the Charter School's right to challenge the District's compliance or lack thereof with its obligations under Prop. 39.

22.17 Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

22.18 Force Majeure. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

22.19 Incorporation. The terms and conditions of all Exhibits hereto are incorporated herein by this reference.

22.20 Sale. LAUSD shall have the right at any time and from time to time during the Term hereof to sell, encumber or assign all or any portion of its fee interest, if any, in the District Real Property; subject, however, to the leasehold estate of Charter School created by this Agreement.

22.21 Reasonableness. Unless this Agreement provides for a contrary standard, whenever in this Agreement the consent or approval of LAUSD or Charter School is required, such consent or approval shall not be unreasonably withheld or delayed; and unless a contrary standard or right is set forth in this Agreement, whenever LAUSD or Charter School is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, LAUSD or Charter School shall act reasonably and in good faith and take no action which may result in the frustration of the reasonable expectations of a sophisticated Charter School and a sophisticated landlord concerning the benefits to be enjoyed under this Agreement.

22.22 Authorization to Sign Agreement. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School's Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School

represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity’s partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

22.23 Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Charter School shall be deemed to be both covenants and conditions.

22.24 Addresses for Notices. All notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses, and invoices to be given under this Agreement will, unless otherwise indicated herein, be in writing, and will be effective upon receipt and addressed to the address for each respective party as set forth in the Fundamental Provisions.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

PROPERTY OWNER:

LOS ANGELES UNIFIED SCHOOL DISTRICT

Date: 7/12/2023

By: *Albert J. Grazioli, Jr.*
DocuSigned by: FA7D22FD84F0499...

Name: Albert J. Grazioli, Jr.

Title: Director of Real Estate & Business
Development

CHARTER SCHOOL:

MAGNOLIA EDUCATIONAL &
RESEARCH FOUNDATION

Date: 7/11/2023

By: *Alfredo Rubalcava*

Name: Alfredo Rubalcava

Title: CEO & Superintendent

Date: _____

By: _____

Name: _____

Title: _____

Magnolia Science Academy 3

EXHIBIT A SHARED USE AGREEMENT

CONTACT INFORMATION

Charter School: Magnolia Science Academy 3

On-site Principal or Lead Administrator

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

LAUSD School: Curtiss MS

On-site Principal or Lead Administrator

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

CALENDAR - Please attach a copy of your school's calendar for the entire 2023-24 school year

Charter School

First Day of Instruction: _____

Last Day of Instruction: _____

LAUSD School

First Day of Instruction: _____

Last Day of Instruction: _____

**EXHIBIT A
SHARED USE AGREEMENT**

SCHOOL HOURS

Charter School

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: *(Please see Disclosures, attached as Exhibit C to the Agreement. Further action is required and additional fees may apply.)*

LAUSD School

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please see attached 2023-24 calendars

Charter School: _____

LAUSD School: _____

ACCESS

Charter School will instruct its employees and students to utilize the following gate for entry to and exit from the campus:

Charter School will instruct its visitors to utilize:

() The gate identified above for entry to and exit from the campus and Charter School will be responsible for monitoring the gate to control access.

() The front gate to the campus used by LAUSD School and Charter School will comply with LAUSD's visitor policy. Charter School shall have a Charter School employee escort the visitor to and from the Charter School area.

Charter School may elect to utilize the parking lot, up to Charter School's Maximum Allocation percentage identified in Exhibit B to the Agreement. Charter School's usage is subject to Exhibit C (Disclosures) to the Agreement. Specific arrangements, such as locations of parking areas and spaces, should be mutually agreed upon following discussions between Charter School and LAUSD School administrators and/or Region representatives.

EXHIBIT A SHARED USE AGREEMENT

SHARED SPACE

Restrooms: All restrooms (inclusive of Boys/Girls and Faculty Restrooms) will be shared as needed.

Charter School's use of shared space is agreed-upon as follows:

Indoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Faculty Lounge/ Dining Room	147 min.	8:00 A.M. - 10:27 A.M.
Gymnasium	147 min.	8:00 A.M. - 10:27 A.M.
Library	147 min.	8:00 A.M. - 10:27 A.M.
Other Shared Use Spaces (If Any)	TBD (See Note 4)	
Parent Center	147 min.	8:00 A.M. - 10:27 A.M.
Student Locker Room	147 min.	8:00 A.M. - 10:27 A.M.

Outdoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Handball Walls	147 min.	8:00 A.M. - 10:27 A.M.
Outdoor Basketball	147 min.	8:00 A.M. - 10:27 A.M.
Outdoor Dining	147 min.	8:00 A.M. - 10:27 A.M.
Outdoor Volleyball	147 min.	8:00 A.M. - 10:27 A.M.
Quad	147 min.	8:00 A.M. - 10:27 A.M.

Magnolia Science Academy 3

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Soccer Field	147 min.	8:00 A.M. - 10:27 A.M.

Notes:

1) Proposition 39 regulations require shared space to be shared proportionately with Charter School. The percentage for Charter School use is calculated based on the ratio of total Charter School exclusive use teaching stations vs. total LAUSD School exclusive use teaching stations. The particular shared use spaces available and Charter School's maximum use rights are listed above. Charter School's resulting pro rata share obligation may be subject to modification following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

2) The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

3) If applicable, this type of area is provided to District students in some, but not all, of the grade levels served by Charter School. As such, the "Max. Daily Allocation to Charter School" for this area accounts only for the portion of Charter School's in-district students who would be provided with this type of area if they attended District schools.

4) To the extent that shared use spaces not identified above exist at the offered school site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School's Maximum Allocation identified herein.

**EXHIBIT A
SHARED USE AGREEMENT**

Calendars for the Shared Use Areas shall be available to both schools and located at:

Charter School Principal and/or his/her designee shall meet with LAUSD Principal and/or his/her designee every _____ at _____ in order to discuss upcoming events and/or any other issues that may arise.

Authorized Charter School Representative

Date

LAUSD Principal

Date



**LOS ANGELES UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SCHOOL CALENDAR 2023-2024**

**Board Approved
3/27/2023**

JULY

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST

MO	TU	WE	TH	FR
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER

MO	TU	WE	TH	FR
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

MO	TU	WE	TH	FR
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY

MO	TU	WE	TH	FR
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY

MO	TU	WE	TH	FR
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL

MO	TU	WE	TH	FR
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

MO	TU	WE	TH	FR
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

07/04/23..... Independence Day	02/19/24..... Presidents' Day
08/15/23..... First Day of Instruction	03/25 - 03/29/24... Spring Recess
09/01/23..... Admission Day	04/01/24..... Cesar E. Chavez Birthday
09/04/23..... Labor Day	Observed
11/10/23..... Veterans Day Observed	04/24/24..... Armenian Genocide Day
11/23 - 11/24/23..... Thanksgiving Holiday	05/27/24..... Memorial Day
12/20/23 - 01/05/24.. Winter Recess	06/05/24..... Last Day of Instruction
01/08/24..... Second Semester Begins	06/19/24..... Juneteenth Holiday
01/15/24..... Dr. Martin L. King Jr. Birthday	

LEGEND:

- First Day/Last Day of Instruction
- Legal/Local Holidays
- School Recess
- Unassigned Day (no school)
- Pupil Free Days *
- Second Semester Begins
- Instructional Days

Instructional Days	
Fall Semester.....	82
Spring Semester.....	98
Total.....	180

* If a school selects Monday, January 8, 2024, as a Pupil Free Day, then Thursday, June 6, 2024, becomes an Instructional Day.

2023-24 MPS TENTATIVE ACADEMIC CALENDAR

2023

8/1-2	Administrative Team Training
8/4-11	Summer In-Service for Teachers
8/11	Student/Parent Orientation
8/14	First Day of School
9/4	Labor Day – No School
11/10	Veterans Day – No School
11/20-24	Thanksgiving Break – No School
12/15	Last Day of First Semester
12/18-1/5	Winter Break

2024

1/8	First Day of Second Semester
1/15	ML King Day – No School
2/19	Presidents' Day – No School
3/29	Cesar Chavez Day – No School
4/1-4/5	Spring Break – No School
5/27	Memorial Day – No School
6/14	Last Day of School

EXHIBIT B
LAUSD Facilities Cost Worksheet for 2023-2024 School Year

NOTES*	DESCRIPTION	TOTAL COSTS	COST PER SQUARE FOOT	TOTAL COST PER CATEGORY
(1) (2)	Debt Service - interest and principal on COPS	\$16,374,431.26	\$0.22	\$0.22
	Maintenance & Operations			\$7.94
(1) (2)	Air Filter Tech and Building Engineering	\$4,156,361.26	\$0.06	
(1) (2)	Pest Management	\$2,561,065.78	\$0.03	
(1) (2)	Custodial (Buildings)	\$163,591,438.06	\$2.20	
(1) (2)	Rubbish Removal	\$13,036,852.16	\$0.18	
(1) (2)	Routine Repairs General Maintenance (RRGM)	\$242,993,167.91	\$3.27	
(1) (2)	Utilities (Electricity, Water, Gas)	\$163,771,619.95	\$2.20	
	Safe and Comfortable			\$2.56
(1) (2)	School Police Services	\$54,090,617.00	\$0.73	
(1) (2)	Office of Environmental Health & Safety (OEHS)	\$6,674,153.89	\$0.09	
(1) (2)	Information Technology Division	\$129,732,032.00	\$1.74	
(3)	Deferred Maintenance	\$0.00	\$0.00	\$0.00
(1) (2) (4)	Insurance	\$21,185,599.00	\$0.28	\$0.28
	Grounds Costs			\$0.18
(1) (5)	Gardening Services	\$14,016,669.49	\$0.06	
(1) (5)	Landscaping/Tree Trimming	\$3,472,919.91	\$0.02	
(1) (5)	Custodial (Grounds)	\$23,370,205.44	\$0.10	
			GRAND TOTAL	\$11.18
LEGEND	Total K-12 building square footage and direct support space		74,372,006	
	Footprint for total District buildings		49,504,706	
	Total District grounds square footage		280,853,971	
	Net grounds square footage		231,349,265	

***NOTES:**

- (1) Calculation of facilities costs based upon actual 2021-22 school year expenses.
(2) Total K-12 building square footage and direct support space
(3) Deferred Maintenance was paid for by bond funds during 2021-22 school year
(4) Includes District's premiums for excess liability, property coverage, boiler & machinery, and property floater
(5) Net grounds square footage = Total District grounds square footage less Footprint for total District buildings

EXHIBIT B
2023-24 SY Facilities Costs
Pro Rata Share Calculations

LAUSD Campus: Curtiss MS	Charter School: Magnolia Science Academy 3
---------------------------------	---

M =	Total Number of Charter Teaching Stations	11
N =	Total Number of LAUSD Teaching Stations	20
O =	Total Number of Charter Special Education Space(s)	3
P =	Total Number of Charter Administrative Space(s)	1

$$\% \text{ of Shared Use Space} = \frac{\text{Total \# of Charter Teaching Stations (M)}}{\text{Total \# of All Teaching Stations (M + N)}}$$

$$\% = 35$$

EXCLUSIVE SPACE: Charter School will occupy the following areas exclusively:

Charter Classroom(s): B1, B2, B3, B4, B5, B6, B7, B8, G-1, G-3, PA1, M-1 (Sp Ed), M-2 (Sp Ed), M-3 (Sp Ed), PA2 (Office)

Exclusive Space Square Footage

17,859.79	Total Charter School Exclusive Use Square Footage of Teaching Stations (M), Special Education Space(s) (O) and Administrative Space(s) (P) = A
-----------	--

Pro Rata Share Calculations*

A =	17,859.79	A = Charter School Exclusive Use Square Footage of Teaching Stations, Special Education Space(s) and Administrative Space(s)
B =	8,570.34	B = Total Charter School Shared Use Space Square Footage Obligation (See Shared Use Space Calculation Worksheet)
C =	\$11.18	C = 2023-24 Facilities Costs per Square Foot
X = A * C	\$199,672.45	X = Charter School Exclusive Use Pro Rata Share Amount
Y = B * C	\$95,816.40	Y = Charter School Shared Use Pro Rata Share Amount
Z = X + Y	\$295,488.85	Z = TOTAL PRO RATA SHARE CHARGE DUE ANNUALLY FROM CHARTER SCHOOL
		MONTHLY PRO RATA SHARE CHARGE DUE ON THE 1ST OF EACH MONTH FROM CHARTER SCHOOL = \$24,624.07

EXHIBIT B
2023-24 SY Facilities Costs
Pro Rata Share Calculations

SHARED USE SPACE CALCULATION

<u>Area, per Exhibit A (Shared Use Agreement)</u>	<u>Area Square Footage</u>	<u>Charter %*</u>	<u>Charter School Pro Rata Shared Space Square Footage</u>
Faculty Lounge/ Dining Room	1,411.94	35%	494.18
Gymnasium	6,963.74	35%	2,437.31
Library	3,255.95	35%	1,139.58
Parent Center	896.00	35%	313.60
Restrooms (Inclusive)	5,764.97	35%	2,017.74
Student Locker Room	6,194.08	35%	2,167.93
Total Charter School Shared Use Space Square Footage Obligation			8,570.34

* "Charter %" is calculated by using the total weekly hours of Charter School use of each individual Area (per Exhibit A) divided by a total of 35 hours per week. Charter % is "% of Shared Use Space" which is the maximum shared use time allocation entitlement for the Charter School (on a weekly basis), as provided by law, unless otherwise agreed to by the Parties in Exhibit A.

**The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between Charter School and LAUSD School administrators.

Magnolia Science Academy 3

EXHIBIT B
2023-24 SY Facilities Costs
Payment

Pursuant to section 4.4 of the Agreement, the Pro Rata Share Charge is due from Charter School to the District on a monthly basis in amounts equal to one-twelfth of the total Pro Rata Share Charge by the 1st day of each month. Charter School's total Pro Rata Share Charge ("Z") and monthly Pro Rata Share Charge payment are identified herein. Charter School's first monthly Pro Rata Share Charge payment is due to the District on or before **July 1, 2023.**

Note: The District will accept full payment of the total Pro Rata Share Charge on or before July 1, 2023.

Checks should be mailed to the following address:

LOS ANGELES UNIFIED SCHOOL DISTRICT
REAL ESTATE OFFICE
Attn: PROP 39 PAYMENT PROCESSING
333 S. Beaudry Ave., 1st Floor
Los Angeles, CA 90017



LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Services Division

Sent Via Email

Suat Acar
Magnolia Science Academy 3
1254 E Helmick Street
Carson, CA 90201

RE: Pro Rata Share Charges and Payment Options

Dear Charter School Operator,

This letter provides important information and offers payment options regarding Proposition 39 Pro Rata Share Charges should Magnolia Science Academy 3 (“Charter School”) accept facilities pursuant to Proposition 39 for the 2023-24 school year.

Pursuant to Proposition 39 and the Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”), Charter School is obligated to pay a Pro Rata Share Charge to the Los Angeles Unified School District (“District”). Subject to adjustments (if any) made to Charter School’s usage of shared use spaces as memorialized in Exhibit A to the Use Agreement (i.e., the “Shared Use Agreement”), Charter School’s projected total Pro Rata Share Charge for the applicable school year is \$295,488.85.

As stated in section 4.4 and Exhibit B to the Use Agreement, the Pro Rata Share Charge is due to the District on a monthly basis in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month. Charter School’s first monthly Pro Rata Share Charge payment is due to the District on or before July 1, 2023. (Charter School is also permitted to make full payment of the total Pro Rata Share Charge on or before July 1, 2023.)

PAYMENT OPTIONS

The District is offering Charter School the following four payment options:

- (1) Deliver a check to the District in an amount equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month.

If Charter School elects any of the following options, its authorized representative must sign and return the attached election form to the District by May 1, 2023.

- (2) Deliver a single check to the District in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year on or before July 1, 2023.
- (3) Authorize a one-time automatic deduction from Charter School's revenue source allocation in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year.
- (4) Authorize monthly automatic deductions from Charter School's revenue source allocation in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge for the 2023-24 school year.

For options (1) and (2), Charter School should make checks payable to "Los Angeles Unified School District" and write in the memo/note section:

"Magnolia Science Academy 3, Prop. 39 Pro Rata Share, [Month] 2023-24"

Please deliver all checks to:

Los Angeles Unified School District
Attn: Prop. 39 Payment Processing
333 S. Beaudry Avenue, 1st Floor
Los Angeles, CA 90017

REMINDER: Pursuant to section 4.4 of the Use Agreement, if Charter School fails to either make timely payment of the Pro Rata Share Charge or deposit disputed payments into escrow and provide timely notice to the District, the District shall provide Charter School with a notice of non-payment and Charter School shall have ten (10) business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment, Charter School authorizes the District, and the District shall have the right, but not the obligation, to deduct the outstanding payment amount from Charter School's revenue account.

Should you have any questions regarding this letter, please contact Karen Tandoc or Ron Morris in the Prop. 39 Payment Office at realestate-charter@lausd.net or 213-241-6785.

Sincerely,



Albert J. Grazioli, Jr.
Director of Real Estate & Business Development

Encl.

c: Jose Cole-Gutierrez
Marla Willmott
Jeanette Borden
Karen Tandoc
Ron Morris

**ELECTION FOR PAYMENT OF PROP. 39 PRO RATA SHARE CHARGE
2023-24 School Year**

**Suat Acar
Magnolia Science Academy 3
1254 E Helmick Street
Carson, CA 90201**

In lieu of delivering a check to the Los Angeles Unified School District (“District”) in an amount equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month (per section 4.4 of Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”), Magnolia Science Academy 3 (“Charter School”) elects the following option for payment of its Pro Rata Share Charge for the 2023-24 school year:

Check One:

- Charter School will deliver a single check to the District in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year, as identified in the Use Agreement and as may be amended by the parties, on or before July 1, 2023.
- Charter School authorizes a one-time automatic deduction from Charter School’s revenue source allocation, including in lieu of property taxes, in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year, as identified in the Use Agreement and as may be amended by the parties.
- Charter School authorizes monthly automatic deductions from Charter School’s revenue source allocation, including in lieu of property taxes, in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge for the 2023-24 school year, as identified in the Use Agreement and as may be amended by the parties.

By signing below, I represent that I have the authority to make the foregoing election on behalf of Charter School.

Alfredo Rubalcava
Name

CEO & Superintendent
Title

Alfredo Rubalcava
Signature

7/11/2023
Date

**EXHIBIT C
LAUSD DISCLOSURES**

1. Beyond the Bell. LAUSD discloses that the District Premises are used by Beyond the Bell to provide enrichment programs and these enrichment programs may occur in those portions of the District Premises that are not designated for the exclusive use of the LAUSD School and Charter School. These Beyond the Bell enrichment programs will have priority use of those portions of the District Premises that are not designated for the exclusive use of either party.

Current programs, if any, are attached hereto as Attachment C-1.

2. Civic Center Permits. LAUSD discloses that in accordance with the Civic Center Act, Ed. Code section 38130 et seq. and its Board Rule, the District Premises are used by the community and general public through civic center permits. If Charter School wants to use the District Premises (excluding those portions designated for the exclusive use of either party) after school hours, Charter School shall notify the Leasing Office of its proposed use and the Leasing Office will determine if Charter School's proposed use will conflict with any issued civic center permits. If there will be a conflict with any issued civic center permits, the Leasing Office will determine if the civic center permit can be cancelled to accommodate Charter School's use. The Leasing Office shall not be required to cancel a civic center permit if the civic center permit holder would receive less than ten (10) business days written notice of cancellation. Prior to issuing a new civic center permit, the Leasing Office shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The civic center permits currently issued, if any, are attached hereto as Attachment C-2.

3. Lease; License. LAUSD discloses that the District Premises have been used in the past and continue to be used by third-parties through the issuance of leases or licenses. Any use of the District Premises shall be subject to the leases and licenses existing as of the Effective Date of this Agreement and/or those leases and/or licenses that LAUSD may issue in the future; provided, that prior to issuing a new lease or license, LAUSD shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The leases, licenses or joint use agreements currently issued, if any, are attached hereto as Attachment C-3.

4. Lockdowns. LAUSD discloses that a number of events may occur on the District Premises or in the neighborhood surrounding the District Premises that may require the District Premises to go into "lockdown" status, which means all students are secured in buildings until emergency personnel have authorized the release of the students and movement on the District Premises. It is recommended that Charter School maintain those supplies it deems appropriate for a lockdown. LAUSD shall not be liable to Charter School or its students for any costs, expenses or damages arising from any lockdown of the District Premises.

5. Emergency Supplies. It is recommended that Charter School, at its sole cost and expense, maintain water, food, toilet paper, and other supplies that it deems appropriate for its students in the event an emergency occurs. LAUSD shall not provide Charter School with any emergency supplies and Charter School agrees that LAUSD shall not be liable for any costs, expenses, damages or claims arising from emergency supplies or the lack thereof.

6. Emergency Shelter or Location. LAUSD discloses that each of its schools may be used as an emergency shelter, meeting place, command center, etc. in the event of an emergency declared by any Federal, State, county or city agency with such powers (“emergency location”). This means that notwithstanding any provision of this Agreement, if an emergency has been declared and the District Premises deemed needed, Charter School may be denied access to and use of the District Premises in order for the District Premises to be used for such things as, but not limited to, a command center of operations, shelter to displaced people, storage of equipment, supplies, and goods, or temporary morgue. LAUSD shall not be liable to Charter School or its students for any costs, expenses or damages arising from Charter School’s inability to access and/or use the District Premises in the event of an emergency or damage, destruction or theft of Charter School’s property at the District Premises. Charter School may pursue against the agency occupying the District Premises as an emergency location any remedies for any damage, destruction or theft of Charter School’s property at the District Premises arising from the use of the District Premises as an emergency location.

7. Hazardous Materials. None

8. Joint Use/Occupancy/Power Agreements. LAUSD discloses that in accordance with applicable law and its Board Rules, the District Premises have been used in the past, are presently used, and/or may be used in the future, by non-LAUSD parties through joint use and other agreements. Any use of the District Premises shall be subject to these agreements that exist as of the Effective Date of this Agreement and/or may exist in the future. These agreements will have priority use of those portions of the District Premises that are not designated for the exclusive use of either party.

Agreements currently issued, if any, are described and/or attached hereto as Attachment C-4.

9. Average Daily Attendance Disclosures. The facilities allocated by the District to Charter School pursuant to this Agreement are based on the in-district classroom Average Daily Attendance assumptions identified by the District. If Charter School’s actual in-district classroom Average Daily Attendance at the School Site exceeds those in-district classroom Average Daily Attendance assumptions, the District discloses that it may assess a fee to Charter School for facilities-related services due to resulting increased impacts and costs incurred by the District for the School Site. The fee will be treated as “Fee-For-Services Charges” and be payable by Charter School to the District pursuant to the provisions in section 5.1 of this Agreement. The fee will be determined based on the District’s out-of-pocket costs for additional facilities related services, including, but not limited to, supplies, air filter tech and building engineering, pest management, building custodial (staff and/or services provided, including supervision and other administrative costs), rubbish removal, routine repairs and general maintenance, utilities, school police services, Office of Environmental Health & Safety, insurance, and ground costs (including gardening

services, landscaping/tree trimming, and custodial). For purposes of determining whether a fee is applicable under this disclosure, Charter School's actual in-district classroom Average Daily Attendance will be determined using the report submitted pursuant to section 11969.9(1) of the Implementing Regulations in conjunction with the first principal apportionment under Education Code section 41601. Nothing in this disclosure shall be interpreted to constitute a waiver by the District for any violations of Charter School's charter related to its actual enrollment.

10. Other Disclosures. The District discloses that it has received State of California facilities funding and may receive additional state funds to modernize the School, and/or other sources of grant funding, and the District is obligated to maintain the School in good repair and to meet the standards of California Code of Regulations, Title 5, et seq. and Education Code 17251 (c) and (d). Accordingly, the State of California and/or others have the right to access all of the facilities of the School Site, including the Charter School's Exclusive Use Space and Shared Space, to audit and inspect the School for grant compliance.

11. Shared Use of Storage, Nursing Station and Parking Lot. Charter School may share usage of storage, nursing station, and parking lot with the District School, each up to Charter School's Maximum Allocation percentage identified in Exhibit B (Facilities Costs). Charter School's shared usage of these facilities is subject to this Exhibit C (Disclosures). Based on the shared use square footage / percentage of storage and nursing station by Charter School, the Pro Rata Share Charge (Exhibit B) will be increased to reflect this adjustment.

12. Data Connectivity / Internet Service. The District Premises are wired for telephone and computer data connectivity. Based on a variety of factors, including, but not limited to, site-specific network and data connectivity configurations at each District school site, Charter School's current occupancy and usage of the District Premises, and Charter School's March 1 written response to the District's preliminary proposal pursuant to section 11969.9(g) of the Implementing Regulations, the District discloses that conditions pertaining to Charter School's use of the District Premises include finalizing details prior to the commencement of the Term of this Agreement related to data connectivity and internet service made available to Charter School, Charter School's responsibility for payment of costs for data and services provided, terms and conditions of use, work related to physical/logical network separation between Charter School and District-operated programs, and potential separate agreements between Charter School, the District and/or third-party internet service providers.

13. Science Lab(s). The District places the following conditions on Charter School's shared use of science laboratory classroom spaces:

- Charter School may only use science laboratory classroom space based on time that accounts for a full educational period based on the District school's schedule at the proposed site.
- Should Charter School's shared use of the science laboratory classroom space require the District to dislocate District students who would otherwise attend class in that science laboratory classroom space for a particular educational period, and no other teaching stations are available at the proposed site to accommodate the displaced District students for that educational period, the District school will serve

its own students in Charter School's exclusive use teaching station space during that educational period. In such circumstances, Charter School's exclusive use teaching space allocation will not be reduced, but Charter School may not take any measures to prevent the District school from serving its own students in such space. Such measures include, but are not limited to, setting an alarm system and/or placing locks on the door of the exclusive use teaching station.

- Due to security concerns, Charter School may only use the shared science laboratory classroom space during such days and times that the District school on the proposed site is open, operational and providing instruction to District K-12 students.
- Please be advised that, while science laboratory classroom spaces provided for shared use by Charter School will be contiguous within the meaning of section 11969.2(b) of the Implementing Regulations, they might not be located in the same cluster of exclusive use teaching stations provided to Charter School at the proposed site.
- The District's Office of Environmental Health and Safety ("OEHS") has developed and implemented a Chemical Hygiene Plan ("CHP") to minimize employee and student exposure to hazardous chemicals in schools with science laboratories. A qualified Chemical Safety Coordinator ("CSC") is appointed at each location with a chemical laboratory to implement the CHP. In order to use the science laboratory classrooms, Charter School must comply with the CHP, including but not limited to, designating and maintaining a trained member of its professional staff as its CSC and who will be responsible for participating in chemical safety training, participating in hazard communication training, and reviewing the Science Safety Handbook for California Public Schools. Duties of Charter School's CSC will include training Charter School's employees on chemical safety, ensuring that safe laboratory procedures are adhered to, maintaining reference materials including Material Safety Data Sheets, inspecting and maintaining safe chemical storage rooms, completing chemical inventories, providing oversight for packaging and removal of hazardous waste, and collaborating with the District school's CSC on all related issues. Charter School will be bound by all District and OEHS health and safety requirements, including but not limited to "Reference Guide 1563.2 – Chemical Safety Coordinators" (copy available at <https://achieve.lausd.net/cms/lib08/CA01000043/Centricity/domain/135/pdf%20files/REF-1563.2.pdf>) when using science laboratory classrooms. Only chemicals approved by the State of California and OEHS may be used in District school laboratory classrooms. These chemicals are designated as "LAUSD-Approved Laboratory Chemicals."
- Charter School must confirm that its insurance policies cover Charter School's use of District science laboratory classroom space.

14. Conference Rooms. Should the District Premises have conference rooms and/or other private meeting spaces and should Charter School desire use of such spaces, Charter School will be provided shared use of these spaces in proportion to Charter School's maximum shared use entitlement, as identified in the Shared Use Agreement attached as Exhibit A to the Agreement. Charter School's Pro Rata Share Charge will be adjusted to include Charter School's proportionate share of conference rooms and/or other private meeting spaces.

15. Shared Use Schedules. Shared use schedules are to be negotiated between the District principal and co-located Charter School principal in good faith. The District discloses that certain changes to the District school's schedule, including but not limited to changes to the lunch and recess schedule or changes to the length of time for recess and lunch, may require approval of the District school's Local School Leadership Council prior to the implementation of such change.

16. After School Program Use. Prior to utilizing the District Premises after Charter School's instructional day hours (as identified in the Shared Use Agreement) for purposes of conducting a program for Charter School's students, whether run by Charter School or any third-party ("After School Program Use"), Charter School shall first notify the District's Leasing and Asset Utilization Department of its intended After School Program Use. The District discloses that additional fees may apply for After School Program Use of the District Premises.

ATTACHMENT C-1

Curtiss Middle School

BEFORE AND AFTER SCHOOL PROGRAMS: Youth Services / Los Angeles Conservation Corps

Through the After School Education and Safety (ASES) and 21st Century Community Learning Center grants (21stCCLC), Beyond the Bell and over 30 partnering community-based organizations continue to implement comprehensive before and after school programs beginning 1.5-2 hours before the school day and/or from school dismissal until 6:00 p.m. daily. Comprehensive after school programs must operate at a 20:1 student/instructor ratio and include three components per day -- academic, enrichment, and recreation.

Academic assistance (literacy, math, and homework assistance) is offered the first hour of the program on days when Extended Learning Activities are offered. Other offered programs, support, and services include exam preparation, homework assistance, tutoring, mentoring programs, reading/math/science/social science activities, and credit reclamation. These grant-funded comprehensive school programs continue to serve approximately 69,000 K-8 students and 7,000 high school students daily.

ATTACHMENT C-2

None

ATTACHMENT C-3

None

ATTACHMENT C-4

None



Not Applicable



Student/Parent Handbook

2024-25

Magnolia Public Schools
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Wishing You a Wonderful School Year!

Dear Parents/Guardians and Students:

Magnolia Public Schools (“MPS”) staff believe that education is a shared responsibility between parents, teachers, school staff and students. The success of our students depends on the cooperation of everyone concerned. Each group is responsible for doing its part to make school a place where we can learn and play together in harmony. Everyone has the right to feel safe, secure, and accepted regardless of color, race, gender, popularity, ability, religion, or nationality. This handbook allows us to share our vision with the students and parents/guardians of our school community.

MPS is a reflection of us all. All our policies are intended to provide a safe and orderly environment that will be conducive to learning. Our faculty and staff look forward to sharing their expertise in academics, special programs, and extracurricular activities. We encourage you to get to know the school, its programs, activities, and schedule. Become an active participant in your education. Get involved through classes, clubs, and activities.

MPS is aware of the fact that a school environment is viable only with clearly defined and implemented rules. MPS compiled this Student/Parent Handbook (“Handbook”), which addresses the school’s regulations and policies to set a standard for our students. It is an essential reference book describing what we expect and how we do things. Read it carefully, discuss it with your parent/guardian or child/youth, and let it act as a guide for your effective involvement in all aspects of school. Keep this handbook so you can refer to it throughout the school year.

Wishing you a wonderful 2024-25 school year!

MPS Administration

About MPS

MPS are tuition-free, public charter schools with campuses throughout Southern California, that focus on Science, Technology, Engineering, Arts, and Math (STEAM) - based teaching to ensure its students are well-rounded and college-ready from day one. We offer smaller class sizes, more attention from teachers, as well as safe campuses that foster ideal learning conditions for our students.

MISSION:

Magnolia Public Schools provides a safe and nurturing community using a whole-child approach to provide a high-quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others.

VISION:

Graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming traditional ideas with *creative thinking*, *effective communication*, and the *rigor of science*.

ANCHOR CORE VALUES AND COMPETENCIES:

Beyond our mission and vision, MPS has long identified Excellence, Innovation, and Connection as our anchor core values, which permeate all school activities. More recently, our Board of Directors adopted the Magnolia Graduate Profile, developed through a comprehensive design process that engaged a variety of different MPS educational partners in focused conversations about the knowledge, skills, mindsets, and literacies essential for success in college and 21st century careers, aligned to our anchor core values. The Profile defines six competencies: • Literacy with a Learner’s Mindset • Critical Thinking • Creativity • Effective Communication • Adaptability • Global Citizenship, all defined below.



EXCELLENCE

Magnolia students will exhibit the desire to pursue knowledge and greatness and to contribute original and provocative ideas in a learning environment, in diverse settings, and as a catalyst to future academic knowledge. We foster academic excellence through project-based, “real-world” learning using a constructivist/project-based approach, Culturally and Linguistically Responsive Teaching, blended learning and tech-fluency development through integrated technology across subjects, student portfolio that are personalized to their path and interests, individualized scheduling models, assessments of and for learning and academic discourse, and opportunities for acceleration including dual enrollment college courses in high school. All of this prepares students for 21st century demands. As they grow and develop, students learn where and how to access the needed information and supports to advance their academic pursuits and societal contributions. Students demonstrate their mastery and excellence in their learning goals based on the MPS core competencies, with a specific focus on:

COMPETENCY #1 - Literacy with a Learner’s Mindset for Magnolia students is to demonstrate a depth of knowledge and literacy in multiple subject areas with a learner’s mindset to make informed decisions. Students will overcome

challenges by developing a positive attitude and belief about learning, embracing curiosity to experience new ideas, and sustaining the desire to learn, unlearn, and relearn. Students will achieve Excellence in the classroom and society as a result of both their mastery of content knowledge and skills across academic subjects, and an ingrained perspective that there is no ceiling to what can be learned – and that knowledge itself can be mutable as people continue to iteratively research and discover how the world works.

COMPETENCY #2 - Critical Thinking is demonstrated by Magnolia students as they problem solve by identifying, evaluating, and prioritizing solutions to difficult or complex situations, and implementing and reflecting critically on a solution. Students will achieve Excellence as a result of distilling problems to their root causes using multiple sources and perspectives, designing solutions that align to said root causes and adequately address them, and while considering the cost-benefit impact of potential solutions based on community input. To develop excellence in research, project artifacts, and presentations, students will also learn to apply the essential skill of discernment for the reliability, validity, quality, and value of sources and content.

INNOVATION

Students will have the freedom to choose how and what they learn and demonstrate it as a public display of excellence. Individualized scheduling, including A-G planning done each year in high school grades, early identification of learning styles, personalities, interests, and college/career plans support students' matriculation and college and career readiness. This includes student participation in the planning of their educational experience, enrichment and acceleration programs, engaging STEAM program choice options, individualized and blended (tech-based) learning programs, differentiated educational experiences, extended learning options, electives, contests and competitions, clubs, teams, and adaptive assessments.

COMPETENCY #3 - Creativity for Magnolia students is to have the freedom within our innovative model to demonstrate originality, imagination, and new ways of thinking critically and independently. Students will transcend traditional ideas, rules, patterns, and relationships to create and convey new or meaningful ideas, methods, or interpretations. Through STEAM-themed interdisciplinary learning, local and national academic and STEAM competitions, mentoring, STEAM clubs, college and career instructional field trips, students will be motivated to pursue 21st century careers. Innovation will occur through student voice and choice in what they learn, adapted teaching based on student interests and personal assets, and freedom and variety in how mastery of content knowledge and skills is demonstrated.

COMPETENCY #4 - Adaptability for Magnolia students is to demonstrate flexibility when acclimating to various roles and situations. Students will work effectively in a local, national and global climate of ambiguity and changing priorities, demonstrating agility in thought and action. They will understand, negotiate, and balance diverse views and beliefs to reach workable solutions, responding productively to feedback, praise, setbacks, and criticism. MPS' educators continuously adapt to student data, differentiating learning. Magnolia students will understand that fluidity is necessary to be responsive to an unpredictable and dynamic world, as well as diverse sources of input and feedback.

CONNECTION

Magnolia school communities are integrated partnerships with the school site staff, families, students, and all other stakeholders. This sense of connection creates a safe place for all learners and stakeholders to affirm individual strengths, celebrate character, provide academic support through mentorship and internship, and promote unity and better decision-making through the implementation of restorative justice practices. Additionally, community cultivates identity and gives each member a sense of belonging and pride. MPS utilizes home visits, stakeholder surveys, field trips, life skills classes, and coaching to support our overall community-based goals. We implement a "community schools" approach and work with community partners to establish mentoring relationships and other social capital to support our students' development of personal and academic networks for long-term resilience and connection.

COMPETENCY #5 – Effective Communication for Magnolia students is to articulate thoughts and ideas effectively using oral, written, and non-verbal communication skills in a variety of forms and contexts, for a range of purposes and audiences. Students will also demonstrate empathy through awareness, sensitivity, concern, and respect for others' feelings, opinions, experiences, and culture. Students will create true, authentic Connection by listening fully to others' perspectives and experiences, accurately reflecting back input, and expressing themselves clearly and accurately.

COMPETENCY #6 – Global Citizenship for Magnolia students is to contribute to making the world a better place. Students will understand the world and its complexities, value and embrace diverse cultures and unique perspectives through mutual respect and open dialog, cultivate compassion, and take action in building more peaceful and inclusive environments. Students will develop the social and emotional skills needed to compete in a global society, including having a growth mindset, being resilient, reflective, and demonstrating grit, self-respect and good character. These traits are crucial to not only for enrolling in and completing college, but also for

developing and contributing their original ideas in a workplace environment. Underlying the effective exercise of the Global Citizenship competency is Connection – specifically, an orientation towards understanding the diverse cultures of the world, acknowledging the effort to understand others as an asset, and recognizing the interconnectedness of human beings – in particular, the global repercussions of our actions regardless of geographic boundaries.

These values and competencies overlap and are integrated across the school, in every grade level and every classroom, providing consistent messaging to our students and entire school community about what we value and what we are working towards. Together, these values and competencies shape Magnolia’s definition of what it means to be an educated person in the 21st century and “orient actions” among all stakeholders, helping form a shared sense of purpose and connection across the school and organization. Studies have also revealed that children who maintain a solid sense of values and ethics are more likely to exhibit positive behaviors and attitudes. And at the educator level, research shows that clarifying and deliberately practicing core values is an essential way for teachers to build resilience.

MAGNOLIA GRADUATE PROFILE:

Our overarching objective at MPS is to create a vibrant and mutually beneficial partnership between school and community that supports our students’ academic and personal success. With the focused conversation about knowledge, skills, mindsets, and literacies essential for 21st-century student success, and through a design process that intentionally engaged our MPS community, MPS has developed the Magnolia Graduate Profile. Our goal with the Magnolia Graduate Profile is a collective vision for MPS that articulates our organization and community’s aspirations for our students.

Magnolia Graduate Profile Competencies

The following are SIX COMPETENCIES in our community’s Graduate Profile.

1. Literacy with a Learner’s Mindset
2. Critical Thinking
3. Creativity
4. Adaptability
5. Effective Communication
6. Global Citizenship

SCHOOLWIDE LEARNER GOALS (SLGs):

The SLGs are measurable schoolwide goals that every student is expected to achieve upon graduation from MPS. Our SLGs are embedded in our curriculum, instructional practice, core values, and daily culture at the school.

LITERACY WITH A LEARNER’S MINDSET

1. Develop and implement literacy skills that impact all content areas so that they can be well-rounded individuals within society.
2. Meaningfully engage in learning activities by knowing their readiness levels, interests,

backgrounds, and making informed decisions about their learning pathways.

3. Students take ownership of their learning by creating long and short-term academic goals and reflecting on them throughout the school year.

CRITICAL THINKING

1. Apply, analyze, identify, synthesize, and evaluate information and experiences and connect the skills and content learned across the curriculum.
2. Are inspired to be lifelong readers and critical thinkers.
3. Are able to take a variety of sources and viewpoints, evaluate them critically, and make judgments that reflect an understanding of the possible consequences of those decisions.

CREATIVITY

1. Apply innovative skills and practices which connect to their learning experiences.
2. Have opportunities for multiple methods of the expression of ideas in a project (ex. writing, drawing, creating video, slide presentations, memes).
3. Incorporate new and meaningful ideas and methods through cross-curricular STEAM activities.

ADAPTABILITY

1. Develop self-awareness and self-advocacy skills and maintain physical, mental, social, and emotional well-being to guide in their pursuit towards a college degree and career choices.
2. Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings. Respond productively to feedback, praise, setbacks, and criticism.
3. Demonstrate consideration of others’ ideas by keeping an open mind, questioning ideas, and demonstrating flexible thinking.

EFFECTIVE COMMUNICATION

1. Demonstrate effective oral and written communication skills, using the expected academic language for the purpose, audience, and setting.
2. Develop listening skills and exhibit empathy through awareness, sensitivity, concern, and respect for self and others’ feelings, opinions, experiences, and cultures.
3. Use technology effectively and respectfully to access, organize, research, and present information to become proficient communicators.

GLOBAL CITIZENSHIP

1. Contribute to the improvement of life in their school and local community by demonstrating leadership skills and participating in community-based projects.
2. Understand and reflect on connections between their local community and the broader world, through both current events and historical context.

3. Are internationally minded individuals who recognize and value other perspectives and cultures.

GOALS:

By 2027, more than 2,600 Magnolia Public Schools graduates will be productive, innovative, and responsible individuals who through the pursuit of their passions and educational opportunities will be poised to be change agents within their communities.

We will achieve this goal by supporting the Magnolia Public Schools strategic and continuous improvement plans that are in alignment with our LCAP overarching goals:

- **Goal #1: BASIC SERVICES FOR A HIGH-QUALITY LEARNING ENVIRONMENT** - All students and staff will have access to a safe, secure, healthy, and high-quality learning and working environment. Students will receive high-quality services that are fundamental to academic success, including fully credentialed teachers, standards-aligned and high-quality instructional materials, and appropriately maintained school facilities.
- **Goal #2: EXCELLENCE** - Under our first core pillar of *Excellence*, all students will have equitable access to a high-quality core curricular and instructional program and make academic progress in alignment with California content standards (CCSS, NGSS, etc.) through our data-driven, differentiated and engaging learning program. Students will develop competencies aligned with our “Graduate Profile,” including *Literacy with a Learner’s Mindset* and *Critical Thinking* skills as they pursue academic excellence.
- **Goal #3: INNOVATION** - All students will have access to a well-rounded, 21st century education under our second core pillar of *Innovation*. Each student will become an independent, innovative scholar by practicing *Creativity* and *Adaptability* in their learning, using technology and data-driven online learning, and demonstrating high-quality learning outcomes in myriad ways.
- **Goal #4: CONNECTION** - All students, families, staff, and other educational partners will experience our third core pillar, *Connection*, and have access to meaningful engagement opportunities that help cultivate *Effective Communication* and *Global Citizenship* in a safe and nurturing environment. Educational partners will feel a sense of community and connectedness. Students will be college and career ready.

WHY MPS?

Students throughout all MPS campuses use technology daily at school and at home as a tool to work collaboratively with each other and communicate with teachers. We challenge their minds, and foster an environment where students want to learn, whether that is through our science labs, or our robotics projects and competitions.

At MPS we place great emphasis on STEAM education, as it will give our students an advantage in their college and career plans. MPS students also participate in a variety of school activities and clubs including technology & engineering, language & culture, community service, and visual & performing arts.

We are looking for great minds who want to learn. With the help of our teachers, principals, staff, and of course parents, we aim to prepare our students to succeed in whatever educational and career paths they choose.

OUR TEACHERS:

All teachers at MPS go the extra mile for their students, even visiting the homes of our students through our Home Visit Program to do whatever is possible to ensure our students perform at their best. It is no wonder many of our parents, who themselves are quite involved in their children's academic careers, have given us top ratings among charter schools.

OUR CAMPUSES:

Our STEAM charter school campuses throughout Southern California are enrolling high school, middle school, and elementary students from the areas of Reseda, Van Nuys, Northridge, Granada Hills, Chatsworth, North Hills, Lake Balboa, North Hollywood, Sun Valley, Arleta, Mission Hills, Panorama City, Valley Glen, Carson, Bell, Santa Ana, San Diego, and Los Angeles.

Magnolia Science Academy-1 *Grades: 6-12*



18238 Sherman Way, Reseda, CA 91335
(818) 609-0507
www.msa1.magnoliapublicschools.org

Magnolia Science Academy-4 *Grades: 6-12*



11330 W Graham Place, Los Angeles, CA 90064
(310) 473-2464
www.msa4.magnoliapublicschools.org

Magnolia Science Academy-2 *Grades: 6-12*



17125 Victory Blvd., Van Nuys, CA 91406
(818) 758-0300
www.msa2.magnoliapublicschools.org

Magnolia Science Academy-5 *Grades: 6-12*



18238 Sherman Way, Reseda, CA 91335
(818) 705-5676
www.msa5.magnoliapublicschools.org

Magnolia Science Academy-3 *Grades: 6-12*



1254 East Helmick St., Carson, CA 90746
(310) 637-3806
www.msa3.magnoliapublicschools.org

Magnolia Science Academy-6 *Grades: 6-8*



745 S. Wilton Place, Los Angeles, CA 90005
(310) 842-8555
www.msa6.magnoliapublicschools.org

Magnolia Science Academy-7 *Grades: TK-5*



18355 Roscoe Blvd., Northridge, CA 91325
(818) 221-5328
www.msa7.magnoliapublicschools.org

Magnolia Science Academy-Santa Ana *Grades: TK-12*



2840 W 1st St., Santa Ana, CA 92703
(714) 479-0115
www.msasa.magnoliapublicschools.org


Magnolia Science Academy-8 (Bell) *Grades: 6-8*



6411 Orchard Ave, Bell, CA 90201
(323) 826-3925
www.msa8.magnoliapublicschools.org

Magnolia Science Academy-Orange County *Grds: TK-12*

MSA-Orange County has been approved by the OCDE as a countywide benefit charter school. The proposed target communities are Orange, Placentia-Yorba Linda, Irvine, and Saddleback. The first site is planned to open in Orange in 2025-26.



www.msaoc.magnoliapublicschools.org

Magnolia Science Academy-San Diego *Grades: 6-8*



6525 Estrella Ave., San Diego, CA 92120
(619) 644-1300
www.msasd.magnoliapublicschools.org

Annual Notifications to Parents or Guardians

This Handbook covers required and recommended annual notifications to parents or guardians.

Key to Code and Regulation Section Abbreviations

EC	California Education Code
BPC	Business and Professions Code
CC	Civil Code
5 CCR	Title 5, California Code of Regulations
HSC	California Health and Safety Code
LEA	Local Educational Agency
PC	California Penal Code
VC	California Vehicle Code
WIC	California Welfare and Institutions Code
34 CFR	Title 34, Code of Federal Regulations
40 CFR	Title 40, Code of Federal Regulations
USC	United States Code

ACADEMICS: EDUCATIONAL EQUITY

Curriculum, Instruction, & Assessment

COVID-19, School Opening, & Distance Learning

The COVID-19 crisis has proven that schools are the heart of our community, not only for learning, but for nutrition, safety, and social-emotional well-being. MPS staff have shown they are flexible, skilled, and creative in meeting the rapidly changing needs of students and families.

As we look to the 2024-25 academic year, we know schools will need additional resources to become better equipped and skilled at remote learning, address learning loss, implement vital health and safety protocols, and support mental health and wellness. When schools open, it is vital to provide students with an environment that is friendly, supportive, and caring. We must identify students who need help or are having difficulty adjusting. We need to make sure all students return to class and reach out to those who do not. The trauma and stress we have experienced must be vocalized and addressed.

In a short time, MPS has developed a comprehensive planning tool. We have analyzed the frameworks and guidance documents released by the CDE, LACOE, OCDE, SDCOE, and other agencies in developing the best school opening plans for our diverse school communities in collaboration with staff, students, families, and other educational partners. These include, but are not limited to, instructional models, health and safety practices, social-emotional support systems, family and community engagement, and operations.

MPS remains committed to continuously evaluating our plans to ensure the health and safety of students. We will be in close communication with our educational partners as we develop, implement, and evaluate our plans.

For specific health and safety information, including protocol regarding re-opening of school facilities and related requirements for staff and students, please see the “**Health & Safety Plan**” located on the school website and contact the school office with any questions you may have.

Standards-Based Curriculum

All curricula at MPS are based on the California state standards, including but not limited to the Common Core State Standards, the Next Generation Science Standards, English Language Development Standards, History-Social Science Framework, and other applicable content standards.

Availability of Prospectus

Upon request, MPS will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, MPS may charge for the prospectus in an amount not to exceed the cost of duplication.

A syllabus is a document about the course content, goals, and elements and a guide for students to the kind of teaching and learning they can expect in their class. Each teacher will hand out copies of the class syllabus on the first day of class and, if applicable, post a digital copy on the course website.

Calendar & Bell Schedule

The school will annually provide all parents and guardians with the school calendar and bell schedules. Notification shall be sent to parents and guardians of all students advising of the schedule of minimum days and pupil-free staff development days. If this schedule subsequently changes, MPS shall notify parents and guardians of the affected students as early as possible, but no later than one month before the scheduled minimum or pupil-free day.

Please check the school website or contact the school office for a copy of the school calendar and bell schedules.

California Assessment of Student Performance and Progress (CAASPP)

The California Assessment of Student Performance and Progress, or CAASPP, is the state academic testing program. CAASPP is a system intended to provide information that can be used to monitor student progress on an annual basis and ensure that all students leave high school ready for college and career. The CAASPP assessment system encompasses the following assessments:

- Smarter Balanced Summative Assessments for English Language Arts (ELA) and mathematics in grades 3 through 8 and 11;
- California Alternate Assessment (CAA) for ELA and mathematics for eligible students in grades 3 through 8 and 11;

- California Science Tests (CAST) for Science in grades 5, 8, and once in high school;
- California Alternate Assessment (CAA) for Science in grades 5, 8, and once in high school;
- California Spanish Assessment (CSA) for eligible students in grades 3-12.

Starting with spring 2019 CAASPP testing, the CDE will no longer print CAASPP Student Score Reports (SSR) for parents. Hence, parents may no longer receive their child’s CAASPP SSR by mail. Parents will be able to access their student’s electronic CAASPP SSR in the Infinite Campus Parent Portal. If you do not have an Infinite Campus Parent Portal account, we encourage you to create one soon. Please see section on Parent Portal for details on how to create an account and access test scores.

CAASPP SSRs will include an overall score and a description of the student’s achievement level for ELA and mathematics. Score reports for students in grades 5, 8, and 11 will include Science test results. Early Assessment Program (EAP) results will be included on the score reports for students in grade-11, providing an early indication of readiness for college-level coursework. Students who take the CSA will get a separate report.

As the parent or guardian, you have the option of excusing your child from any or all parts of the CAASPP. If you would like to excuse your child from the test, you must submit your request in writing to the school. Please let the school know as soon as possible so the school can make alternative arrangements for your child.

Testing dates may be found on the school calendar. If you have additional questions about the testing program, please contact the School Principal. Additional information is posted on the internet at <http://www.cde.ca.gov/ta/tg/ca/>.

Class Change / Course Withdrawals

During the first five school days from the beginning of the course, students will attend the classes they are assigned and/or they signed up for; no changes will be allowed unless there is a scheduling error on the student’s schedule. After the first five school days, if necessary academic changes arise, students will have 10 school days to complete changes. Students may withdraw from a course without penalty of an F grade within 15 school days from the beginning of the course. After 15 school days, students must remain in the course until its conclusion. Proof of extenuating circumstances must be provided for any late requests to be considered.

Scheduling errors will receive immediate attention by the Dean of Academics. The following are considered scheduling errors: missing a class period, double up of courses in the same period, missing a course needed for graduation, student has not met the prerequisite for a course, etc.

The school will not consider schedule changes for the following reasons: to be with friends, to change teachers, athletics, early/late arrival adjustments (unless required by state or federal law), etc. Class change is at the discretion of the school administration.

Formative & Summative Assessments

The primary purpose for assessment and grading is to provide feedback to students and parents on the achievement of learning goals. At MPS course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course. Course report card grades are based on performance and practice assessments, as can be seen in the table below.

Aligned with the grading guidelines, each department will work with the Department Chair and the Dean of Academics to develop specific and consistent weights for each assessment/grading subcategory, to be shared with parents and students.

Teachers will create reasonable number of assignments for each subcategory in their assessment/grading system. Teachers will provide students with access to course material, homework assignments, projects, and students’ grades through the school information system, and update SIS records daily/weekly.

Assessment Type	Subcategories
Performance Assessments <u>SUMMATIVE</u> ~70-80%	<ul style="list-style-type: none"> • Unit assessments (no more than 50%) • Benchmark assessments (no more than 30%) • Final assessment (no more than 30%) • Performance tasks (Projects, portfolios, essays, artwork, models, visual representations, multimedia, oral presentations, live or recorded performances, labs, etc.)
Practice Assessments <u>FORMATIVE</u> ~20-30%	<ul style="list-style-type: none"> • Independent practices • Daily assignments • Classwork • Homework (no more than 15%) • Warm-ups • Reviews • Quizzes

Discretionary Extra Credit

With prior approval from the Dean of Academics, teachers may offer extra credit. A maximum of five percentage (5%) discretionary extra credit points (out of 100%) may be applied to a student's overall grade in each of their classes.

Extra Credit Based on MAP Test Scores

For both English and math classes, a student may earn up to an additional five percentage (5%) extra credit points by demonstrating growth in their overall MAP RIT* scores. Combined with the discretionary extra credit, this increases the maximum allowable extra credit points in English and math classes to ten percentage (10%) points (out of 100%). Extra credit percentage points may be earned in the testing cycle from Fall to Spring and would be applied to the student's second semester English/math grades. If Winter MAP test is offered during the first semester, students may also earn points towards their first semester grades.

For each point increase in their overall RIT score, students will earn one percentage (1%) point of extra credit towards their applicable grade, up to five percentage (5%) extra credit points maximum. Regardless of their growth score, students will earn five percentage (5%) extra credit points if they meet or exceed the following "Standard Met" cut scores on their Fall or Winter MAP test in the first semester or Spring MAP test in the second semester. The following chart shows some examples.

Overall Grade	Extra Credit (Discretionary)	MAP Growth (in RIT pts)	Extra Credit (MAP)	Final Grade
66% (F)	2%	4 pts growth	4%	72% (C)
79% (C+)	1%	7 pts growth	5%	85% (B)
88% (B+)	0%	Met or exceeded the "Standard Met" cut score	5%	93% (A)

* A RIT score measures a student's level of achievement in a particular subject. (Source: Linking Data Table: CA Smarter Balanced & MAP)

Grade	MAP RIT ELA* Fall-Winter-Spring	MAP RIT Math* Fall-Winter-Spring
2	175-184-188	175-184-189
3	189-196-199	188-196-201
4	198-204-206	202-209-213
5	204-209-211	214-220-224
6	211-214-216	218-223-226
7	213-216-217	224-228-231
8	218-221-222	232-235-237
9	221-222-223	237-239-240
10	222-223-224	241-243-244

11	223-224-225	245-246-247
12	224-225-226	248-249-250

Homework

Homework is essential to success at MPS. Doing homework will help students develop many valuable skills such as good study habits, time management, responsibility, and perseverance. Teachers will assign homework that will foster individual learning and growth that is appropriate for the subject area. Homework is part of all student evaluations. It is the student's responsibility to complete and turn in homework on time. If the student or parent has questions about homework, he or she should immediately contact the teacher who assigned it.

Generally, all homework assignments will be posted online, either on teacher/class web pages or on the school information system, which will be accessible to the parents/guardians by using an authenticated password. The password will protect confidentiality and allow parents/guardians to access their children's academic records. SIS is not intended to replace contacting parents for regular conferences to discuss student progress.

Final Assessments/Exams

All academic classes will have cumulative final assessments/exams at the end of each semester. These final assessments may be in different forms such as test, essay, project, book report, etc. depending on individual teachers' discretion upon approval by the MPS administration. All students are required to take these final assessments. Cumulative assessments are part of the college preparatory culture; these assessments will help students learn how to study more effectively, as well as improve their retention of the subject content.

Make-up Procedures - Incomplete Grades

Every effort should be made for a student to make up work as soon as possible when returning to school from an absence or series of absences. If a student fails to complete a significant number of performance and/or homework tasks due to absence or other extraordinary circumstances, a grade of Incomplete (I) may be assigned with administrative approval. If the necessary performance and/or homework tasks are not complete by the end of the following marking period, the report card grade will revert to the earned numeric grade. In the final marking period, an Incomplete (I) will revert to the earned numeric grade if not complete by a date agreed upon by the teacher and administrator.

Grading System

Elementary School Grading Scale

MPS will follow the standard scale below to assign percentages/proficiency level for semester work. Individual teachers will establish grading policies and procedures for their classes, and their grades will correspond with this scale. Each teacher will give written policies to students the first week of school.

Percentage	Achievement Level
90% - 100%	Level 4: Standard Exceeded
80% - 89%	Level 3: Standard Met
70% - 79%	Level 2: Standard Nearly Met
Below 70%	Level 1: Standard Not Met

Secondary School Grading Scale

MPS will follow the standard scale below to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses and a 5.0 (weighted) scale for Honors, AP, and approved college courses.

Individual teachers will establish grading policies and procedures for their classes, and their grades will correspond with this scale. Each teacher will give written policies to students the first week of school.

Courses at MPS have passing grades that are outlined in the below grading scale, with a minimum passing score of 70%.

Percentage Grade	Letter Grd Equivalent	Grd-Pt Eqv Unweighted	Grd-Pt Eqv Weighted
98% – 100%	A+	4.0	5.0
93% – 97%	A	4.0	5.0
90% – 92%	A-	3.7	4.7
87% – 89%	B+	3.3	4.3
83% – 86%	B	3.0	4.0
80% – 82%	B-	2.7	3.7
75% – 79%	C+	2.3	3.3
70% – 74%	C	2.0	3.0
Below 70%	F	0.0	0.0

No “D” Policy

There will not be a “D” grade option in the grading scale unless it is made available to a student based on his or her IEP. The primary concern of MPS is the educational success of our students. This policy will allow for MPS to maintain a high standard throughout its program and ensure that MPS students remain competitive, especially in the area of college and scholarship applications.

The “No D Policy” applies to all students in secondary grades. Courses transferred from another accredited school will appear on student’s transcript as they are, and “D” will be accepted as a passing grade for all transferred courses. Therefore, the “No D Policy” does not negatively impact graduation.

Assignment Grades

Teachers will create a reasonable number of assignments for each subcategory in their grading system and assign a weight

to each assignment. The weight of an assignment depends on its importance relative to the other assignments in the same subcategory. Students will receive percentage grades for each graded assignment and the student’s final semester grade will be a weighted average of the assignment grades, scaled to a maximum of 100 percentage points. SIS will automatically convert a student’s final percentage grade to a final letter grade according to the scale in the table above.

- **Numerical Assignment Grades:** Teachers are typically accustomed to using numerical grades for student assignments. For example, on a math assignment with 10 questions, a score of 6 out of 10 would be equivalent to 60%, corresponding to a failing grade for that assignment.
- **Letter Assignment Grades:** Sometimes teachers directly use letter grades for assignments. For example, a teacher may choose to grade an assignment using letter grades A, B, C, F. In that case, SIS will convert those letter assignment grades to percentage grades as shown in the table below.

Letter Grade	Converted to % Grade
A+	100%
A	97%
A-	92%
B+	89%
B	86%
B-	82%
C+	79%
C	74%
F	55%

As you may observe, the highest score available for each letter grade range is assigned to each letter assignment grade, keeping the best interest of our students in mind. Since the letter grade “F” has a wide range of 0%-69%, MPS has chosen to assign 55% to mitigate the harm to the student’s final class grade.

- **“Check” Grades:** When possible, MPS encourages all teachers to use the check grades for assignments. This grading system is well suited for assignments with a 1-4 rubric. For example, on a writing assignment with a 1-4 rubric, the teacher can use the check system as follows: Check Plus for 4; Check for 3; Check Minus for 2; and Unsatisfactory for 1. In that case, SIS will convert those check grades as shown in the table below.

Check Grade	Converted to % Grade
Check Plus (“+”)	100%

Check (“=”) 85%	85%
Check Minus (“-”) 70%	70%
Unsatisfactory (“/”) 55%	55%

- **Special Marks:**

Mark	Converted to % Grade
Missing (“M”)	0%
Excused (“E”)	N/A
Not Assessed (“NA”)	N/A

- **Grade Floor of 55%:** Missing assignments will be marked as 0%. However, the lowest grade for a submitted assignment will be 55%.

Numerical Assignment Grades vs. Check Grades

It is important for teachers to understand the negative impact of numerical assignment grades on student’s final grade. Numerical assignment grades distort the average percentage grade except when the assignments are graded out of 100 points. To mitigate the harm, MPS has developed the letter assignment grades and the check grades and strongly recommends the use of check grades for assignments.

Example 1: Assume a student received a 1 out of 4 on her first writing assignment based on a 1-4 rubric and a 4 out of 4 on her second assignment. Common sense tells us the student must pass. Following are the student’s average percentage grades based on the two grading systems.

Numerical Assignment Grade System	Numerical Grade	% Grade
Assignment #1	1 out of 4	25%
Assignment #2	4 out of 4	100%
Average %		63%
Final Letter Grade		F

Student receives a failing average if numerical assignment grades (1 and 4) are used.

“Check” System	Grade	Check Grade	% Grade
Assignment #1		Unsatisfactory	55%
Assignment #2		Check Plus	100%
Average %			78%
Final Letter Grade			C+

Student receives a passing average if check grades (Unsatisfactory, Check Plus) are used.

Example 2: Assume a student received the following scores on his science class demonstrations on a 1-4 scale: 2, 3, 3, 3.

Common sense tells us the student must pass. The following are the student’s average grades based on the two grading systems. While the student fails in the numerical grading system, the student receives a passing B- in the check grading system.

Numerical Assignment Grade System	Numerical Grade	% Grade
Assignment #1	2 out of 4	50%
Assignment #2	3 out of 4	75%
Assignment #3	3 out of 4	75%
Assignment #4	3 out of 4	75%
Average %		69%
Final Letter Grade		F

“Check” System	Grade	Check Grade	% Grade
Assignment #1		Check Minus	70%
Assignment #2		Check	85%
Assignment #3		Check	85%
Assignment #4		Check	85%
Average %			81%
Final Letter Grade			B-

Example 3: Similar to the 1-4 scale, 1-10 scale distorts the grade as well. For example, a student with a score of 6 out of 10 (60%) on her first assignment will need to score a 7 out of 10 (70%) on 18!!! more assignments to be able to raise her average to a passing percentage of 70%.

It may seem a stretch to provide such details about different grading systems in a Student/Parent Handbook, but we wanted to show that points-based grading systems have an inherent problem. Because final letter grades are based on a 100-point system, individual assignment grades based on a numerical scale will always result in distortion and harm to student average grade unless assignments are actually graded out of 100. As a remedy, MPS teachers are asked to use the check system whenever possible and be diligent in their grading practices. We want our students and parents/guardians to focus on the learning process without the worry of grades. Therefore, we strive to implement a purposeful and thoughtful grading system. We are traditionally used to points-based grading in secondary school, but even the best points-based grading system still relies on averaging of assignment scores and a final grade on a report card will not truly show what topics the student has learned and the level of mastery. See Standards-Based Grading!

Standards-Based Grading (SBG)

Standards-based grading (SBG) measures student’s mastery of the essential standards for a class, or how well the student

understands the material in class. Standards based grading does not rely on the average score of an accumulation of scores. Rather, it relies upon a specific standards-based grading rubric per course, per unit, per project. Final/summative grades reflect the knowledge and skills learned rather than an average over time.

MPS would like to report grades that are accurate, consistent, meaningful, and supportive of learning. While most MPS teachers currently implement points-based grading and reporting, MPS encourages teachers to explore and implement standards-based grading and reporting. We will keep you updated on our progress.

[For Secondary Grades] Determining Final Grades

In middle and high school, course grades are semester based and credit is granted at the end of each semester. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course. MPS grade promotion policy is based on each semester grade and not on yearly average of two semester grades.

[For Secondary Grades] Grading for Transfer Students Entering Mid-Semester to MPS from Another School

When a transfer student enters mid-semester to MPS, the transfer grade from the previous school for the same class, if available, will be given the following weights to determine the final semester grade.

Week of the semester student enrolled in MPS	Weight of transfer grade	Weight of grade at MPS
1-6	0	1
7-9	1/3	2/3
10-12	1/2	1/2
13+	2/3	1/3

The teacher may assign make-up work to determine the grade if no transfer grade is available. Make-up work must be assigned within a reasonable time frame that allows the student to complete the work for credit.

The following guidelines apply when a transfer student wants or needs to enroll in a class that he or she was not taking at her/his previous school. The decision will be made on a case-by-case basis.

Week of the semester student enrolled in MPS	Credit
1-6	Full credit enrollment
7-9	Student may or may not be enrolled in new class. If enrolled, it may be either for full credit or for no-credit observation only. Decision will be made on a case-by-case basis. If a

	decision is made for full credit enrollment, the student is expected to commit to intense intervention which may include attending after-school tutoring and receiving out-of-school support.
10+	Student may or may not be enrolled in new class. If enrolled, it is for no-credit observation only. The decision will be based on the best interest of the student.

Report Cards

Student report cards create a succinct written record of student performance by compiling data from multiple assessments both formal and informal. Report cards are one of several ways to keep parents informed about student performance and to ensure that data collection is regular and consistent. Report cards reflect student achievement toward state standards, and summarize narratives, anecdotal records, attendance data, and information about student participation in class and school life. Results of standardized tests are mailed separately as well as included in the student grade report with explanations designed to help students and parents interpret their relationship to other assessments.

In elementary grades, students will receive a progress report mid-semester and a final report card at the end of each semester. In secondary grades, students will receive two progress reports in a semester and a final report card at the end of each semester.

Teachers will arrange a conference to discuss student progress with at least one parent/guardian each semester. End-of-the-year conferences are prioritized for parents/guardians of students not making progress, low-achieving students, and those identified for retention. Other parents/guardians are encouraged to attend teacher conferences at the end of the year as well.

Ongoing communication between teachers, parents, and students is an essential component of MPS. MPS’ school information system provides an effective online communication tool for teachers, students and parents for course material, homework assignments, projects, course grade statistics and records of student grades. In addition to progress reports, report cards, and assessment reports, newsletters are distributed monthly. Parents can conference with teachers on an informal basis as needed, and on a formal basis at least twice (2) a year, to discuss students’ progress reports and proficiency levels. Back to School Nights and Open Houses also take place each year to provide parents with information about the school programs.

Grade Change Request Process

Parents have a right to request a change of their student’s grade on the following grounds:

- Mistake,
- Fraud,
- Bad faith, and/or
- Incompetency in assigning the grade.

When grades are earned for any course of instruction, the grade earned by each pupil shall be the grade determined by the teacher of the course. In the absence of any of the grounds listed above, the grade shall be final.

Any request for a grade change must start with the classroom teacher within twenty (20) working days of the date the grade report was mailed. The next step, if not resolved with the teacher within ten (10) working days, is a written request to the principal. If not resolved with the principal within ten (10) working days, the decision may be appealed to the Chief Academic Officer. At each step, the parent has the right to present information in support of the request.

Grade Promotion/Retention

[For Elementary Grades] Identification of Students at Risk of Retention

- **Grades K–2:** Any student who is not at benchmark based on reading benchmark assessments, math benchmark assessments or report card grades will be identified for retention. Retention will only occur if the teacher and parent agree that retention is the best intervention to ensure student success.
- **Grades 3–5:** Any student who does not meet the achievement standards and needs substantial improvement to demonstrate the knowledge and skills in ELA/Literacy or math needed or likely success in future coursework based on Smarter Balanced assessments (*Level 1 on Smarter Balanced assessments*) or any student who is more than one year behind grade level in mathematics or ELA/Literacy as determined by the MAP tests will be identified for retention.
- An identified student who is performing below the minimum standard for promotion shall be recommended by the student's teacher for retention in the current grade unless the student's teacher determines in writing that retention is not the appropriate intervention for the student's academic deficiencies. The teacher's recommendation to promote is contingent upon a detailed plan to correct deficiencies.

[For Middle School Grades] Grade Promotion

- To be promoted to the next grade, a middle school student must have a 2.0 grade point average (GPA) and passing grades in all core courses by the end of the school year or by the end of the summer before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science.
- **Summer School:** Students who fail any core courses should attend summer school at MPS, if available, or at a public school to make up failed course courses during summer. Students who perform successfully at summer school will receive a passing grade as their final grade on their transcript for that course. Student transcripts will be updated to include summer grades and GPA

will be recalculated. If a student earns passing grades during the summer for all the failed core courses and has a recalculated GPA of at least a 2.0, he or she may be promoted to the next grade.

[For Middle School Grades] Identification of Students at Risk of Retention

If the student has a failed core course or has a recalculated GPA less than 2.0 after the summer before the start of the next school year, student will be recommended for retention in the current grade unless the school administration determines that retention is not the appropriate intervention for the student's academic deficiencies. In that case, promotion is contingent upon a detailed plan to correct deficiencies.

Retention Procedures

At MPS, the following steps will be taken prior to a student's being retained:

- A letter shall be sent to the student's parent(s) or guardian(s) informing them that their child is at risk of retention.
- The teacher's evaluation shall be provided to and discussed with the student's parent(s) or guardian(s) and the principal before any final determination of pupil retention. The parent(s)/guardian(s) are informed at that meeting that their child is recommended for retention. This meeting is documented with an academic support plan signed by both the teacher and parent/guardian.
- The principal shall make a decision regarding the recommended retention. Upon the acceptance or rejection of the above stated plan by the principal, a letter shall be sent within five (5) school days to formally inform the student's parent(s) or guardian(s) of the principal's decision regarding the retention.
- The parent(s) or guardian(s) shall have the right to appeal the decision to the Chief Academic Officer (CAO) of Magnolia Public Schools (MPS). If the decision of the CAO is not in agreement with the parent(s)/ guardian(s), the latter have the right to appeal directly to the MPS Board of Directors. This meeting will take place at the next regularly scheduled board meeting or by direction of the board president. Or the Board may form a committee to review the appeal and make a recommendation to the Board for approval at the next regularly scheduled meeting.

The program design of MPS is to ensure that all children succeed. Students who are in jeopardy of retention are individually counseled and given extra help in their specific areas of concern, both in class and through intervention offerings.

Grade requirement for school team participation

All students are required to maintain a "C" or better in all classes to play/participate on a school sports or other extracurricular activity team.

Honor Roll

At the end of each semester MPS publishes the honor rolls for students. Honors and High Honors are awarded to all students with a semester GPA of 3.00-3.49 (Honors) and 3.50+ (High Honors). Students must pass all classes to make the semester honor rolls.

Participation in Promotion Activities/ Ceremony

In order for students to participate in any promotion activities they must fulfill all the promotion requirements and not be on suspension or recommended for expulsion at the time of the Promotion Ceremony.

Tardies/Absences: After 20 tardies or unexcused absences students may be referred to the Reflection Committee regarding their standing and opportunity to participate in the Promotion Ceremony.

High School Credit Earned in Middle School

Students who take high school courses in middle school have the option to have these courses counted toward graduation. These courses must have the same expectations, curriculum and final exams as the equivalent courses taught in high school. Students who choose to have their middle school courses counted toward graduation need to consult with the school administration since these courses need to be reflected on the student's high school transcript. Grades from such courses will not be included in high school cumulative GPA calculations.

The following middle school courses have been identified for high school credit: Mathematics (Algebra 1, Geometry, Integrated Mathematics I, and other high school level mathematics courses), Computers & Technology (approved high-school level courses), and Language Other Than English (LOTE). For middle school LOTE course(s), one year of high school credit will be given for each different language if students demonstrate proficiency by passing those courses or a LOTE proficiency test provided by the school. Again, middle school courses must be comparable in content to courses offered at the high school level. Magnolia Public Schools Home Office ("Home Office") has the final authority to decide which middle school courses will be counted toward graduation.

Field Trips

Field Trips offer exciting ways to learn. MPS students may have the opportunity to go on field trips at various times throughout the school year. MPS plans many field trips, weekend getaways, summer camp, and interstate and international field trips. Students must bring to school a Field Trip Permission Slip signed by a parent or guardian by the specified date in order to be eligible for participation. Phone calls by parents to the school will not be accepted as permission for students to attend.

Students will not be denied participation in educational trips because of race, color, national origin, sex, sexual orientation, disability or any other category protected by applicable law. Each student's parent/guardian must provide written permission for a field trip, authorization for medical

care, and a personal health history for those students with health issues/medical conditions. Parents are responsible to provide all necessary medications, supplies, and equipment needed for the field trip at least five school days prior to departure. In order to administer medication (prescription and over-the-counter) on the field trip, parents/guardians must have submitted a complete "Request For Medication To Be Taken During School Hours" form, which includes a parent/guardian signature and the written California licensed health care provider's order with signature and date. If a student needs a Specialized Health Care Service (Protocols), a current completed Parent Consent and Authorized Healthcare Provider Authorization covering the field trip date(s) MUST be in place.

A complete copy of the "Field Trip Policy" is available for review in the school office and on the school website.

Gifted and Talented Education (GATE)

MPS is committed to supporting gifted and highly capable students in a safe, caring environment which promotes a college preparatory, STEAM education. Instructional programs for Gifted and Talented students are based on the core principles that all students have the potential to excel and should have the opportunity to develop their individual abilities, interests and potential. The purpose of the MPS GATE program is not to simply identify the highest achieving students, but rather, identify students with exceptional abilities, those that go well beyond their peer group.

MPS' advanced academic programming serves students in grades K-12 and offers highly challenging learning opportunities that adhere to our Core Values of Excellence, Innovation, and Connection. Educational experiences and are designed to meet the needs of advanced learners with an emphasis on innovation, critical thinking, and logical reasoning.

MPS serves GATE students through a number of delivery models and settings so that students obtain an optimal level of learning, including, but not limited to, Advanced Placement (AP) classes, Honors classes, cluster groupings, acceleration, enrichment activities, and independent studies/group projects.

MPS' identification procedures are equitable, comprehensive, and on-going. Assessments and recommendations for the program reflect best practices and are research-based. MPS understands that examinations alone may not reflect the abilities of all students, as well as GATE students of diverse populations. Therefore, MPS includes teacher and/or administrator recommendations as well as work samples in its identification process.

In order to identify a student as gifted, evidence must be gathered relating to his/her ability to perform beyond chronological peers. Data should be broad enough to discover aptitudes across racial, ethnic, and economic groups. The final determination of eligibility for the GATE program rests with the administration of the individual school site in accordance with the procedures assumed by the MPS governing board. The school shall base decisions on evaluation of pertinent data by an expert in the gifted and

talented field. Students referred to the GATE program will be assessed in grades 3, 6, and 9 or upon enrollment and parent request. In order to ensure equity and accurate identification of GATE students, there will be annualized random sample testing of at least 5% of students in grades 3, 6, and 9 across each MPS school. If a parent recognizes characteristics of giftedness in their child, they may request an assessment.

Please contact the school office for a copy of the “**MPS GATE Program Policy.**”

Harm or Destruction of Animals

Harm or Destruction of Animals – EC 32255 et seq.

Any pupil with a moral objection to dissecting or otherwise harming or destroying an animal, or any part thereof, must inform his or her teacher of the objection. Objections must be substantiated by a note from the pupil’s parent or guardian.

A pupil who chooses to refrain from participation in an education project involving the harmful or destructive use of an animal may receive an alternative education project, if the teacher believes that an adequate alternative education project is possible. The teacher may work with the pupil to develop and agree upon an alternative education project so that the pupil may obtain the knowledge, information, or experience required by the course of study in question.

Math Placement

MPS has adopted a math placement policy to establish a fair, objective, and transparent protocol for placement in mathematics courses in order to ensure the success of every student.

Please contact the school office or visit the MPS website for a copy of the “**MPS Math Placement Policy.**”

Physical Education (PE)

MPS will provide students with physical education, using an age-appropriate, sequential PE curriculum consistent with state standards for PE. The curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts. Please refer to the “**School Wellness Policy**” posted on the MPS website for details.

CDE mandates districts to provide at least 200 minutes of PE for every 10 school days for students in grades 1-6 and at least 400 minutes for every 10 school days for students in grades 7-12. High school physical education course content must include instruction in each of the eight content areas: The effect of physical activity upon dynamic health, mechanics of body movement, aquatics, individual/dual sports, gymnastics/tumbling, team sports, rhythms/dance, and combatives. While charter schools are only required to provide PE consistent with their individual charters, MPS strives to offer a strong PE and health education program that

promotes student physical fitness and health and that includes instruction, to the extent possible, in the eight areas over the span of the PE classes offered as part of the school’s course of study.

MPS will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary. The Board of Directors of Magnolia Public Schools (“Board”) recognizes a desire and a need for its students to have flexibility in meeting the PE graduation requirement. An Alternative PE policy meets this need by allowing students to receive credit for physical activities not normally offered as part of the regular on-site PE program. It is the goal of MPS to promote the health of its students by supporting regular physical activity as a vital component of the complete learning environment and providing its students with the opportunity to engage in an array of physical activities that are fun, culturally appropriate, and challenging. Please refer to the MPS Alternative PE Policy for details.

Please contact the school office for a copy of the “**MPS School Wellness Policy**” and the “**MPS Alternative PE Policy.**”

Physical Fitness Test (PFT)

MPS administers the state-designated Physical Fitness Test (PFT) to all students in grades five, seven, and nine as required by EC Section 60800 and 5 CCR Section 1040, regardless of enrollment in a PE course. The test provides criterion-referenced standards to evaluate fitness. These standards represent minimum levels of fitness known to be associated with those health and physical characteristics that offer protection against diseases resulting from physical inactivity. Achievement of the fitness standards is based upon a score falling in the Healthy Fitness Zone (HFZ) for each of six fitness areas. The HFZ represents minimal levels of satisfactory achievement on the tasks. The goal is for students to achieve the HFZ for all six fitness areas of the physical fitness test.

Before and After School Programs

Academic Tutoring Program

- Tutoring will be available as part of the MPS after-school program.
- Students can receive tutoring from faculty and volunteers from local universities.
- The program will benefit all students.
- The sessions will generally occur after school; some may be scheduled on the weekends.
- Upon availability, Saturday tutoring is available to all students who wish to improve their academic skills. All students are welcome to join at specified times.

After School Activities

MPS offers a variety of after school tutoring, clubs, sports, and activities for all students free of charge. There is no better way for students to enrich their education than by taking part in clubs, after-school activities or working with a teacher (Tutoring). These opportunities allow students to explore more deeply things they already enjoy and to try other areas that sound interesting. Students who stay for an after-school activity must follow these rules:

- Be with a teacher or other staff member at all times.
- Arrange to have their transportation pick them up at the end of the activity.
- Abide by the MPS code of student conduct and all school rules and policies as outlined in the handbook while participating in the activity.

Students who are disruptive, disrespectful, or who do not follow the rules will be prohibited from participating in the after-school program.

Students not participating in after school activities may not stay after school to wait for another student.

A full list and description of after school clubs and activities will be communicated after school starts, as well as information regarding how to join. We strongly encourage our students to explore and take advantage of these after school opportunities.

MPS is not responsible for students on campus who are not participating in after school activities or who remain on campus after the completion of the after-school activity. Those students must leave the campus within ten minutes of school or after dismissal time. Following is the MPS policy regarding students left on campus after school hours.

A complete copy of the “Afterschool Program Policy” is available for review in the school office and on the school website.

Policy Regarding Students Left on Campus After School Hours

MPS is committed to providing a safe campus for all students. When students are left on school property after the close of business hours, MPS will follow certain steps to ensure students are safe until their parents/guardians come to pick them up. In the event students are left on campus after school hours, MPS staff will:

1. Notify the Principal or designee immediately.
2. Attempt to reach parents/guardians through the phone number provided to the school by parents/guardians at the beginning of the year. This may include contacting any emergency contact(s) listed for the student.
3. If a staff person becomes aware a child is on campus more than ten minutes after dismissal of the regular school day or after school activity, the staff person or another employee will remain on site until an adult,

including but not limited to an emergency contact, police officer, or social worker, retrieves the student.

4. Notify the Principal or designee after the fifteen (15) minutes after dismissal has passed if there is a possibility that law enforcement may be called to assist the student.
5. As a last resort, contact law enforcement and/or child welfare services who may remove the student and may assume responsibility for the student until the parent/guardian retrieves the student.
6. In cases of repeated incidents where parents/guardians have been late in picking up their child, notify the parents/guardians in writing of parental responsibilities and consequences for their child.

Students should not be dropped off more than **thirty (30)** minutes early for School. The school will open its doors at **7:30 a.m.** and starting at this time students will be supervised by School staff. All students that arrive before 7:30 a.m. will be unsupervised and the school will not be responsible for the safety and well-being of these students.

Each individual MPS school may include site-specific amendments into the drop-off, pick-up, and supervision times addressing local issues.

Education of English Learners

English Learners Identification Notice

English Learners Identification Notice - EC 313.2

State law requires that parents of English learners are to be notified annually if they are identified as one of the following: Long-term English Learner or English learner at risk of becoming a Long-term English Learner. The school coordinator for English Language Development will be sending these notices at the beginning of each school year.

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

English Language Proficiency Assessments for California (ELPAC)

MPS values your child’s cultural and language assets and offers various instructional program options to best meet your child’s educational needs. To better serve the

instructional needs of students who are not yet fluent English speakers, school districts are required to identify students' English proficiency levels. Parents and school staff work together to determine the languages that families and students speak at home using the Home Language Survey. Based on responses on the Home Language Survey, state law requires school districts to assess the English language proficiency of new enrollees who speak a language other than English using the Initial English Language Proficiency Assessments for California (ELPAC).

The initial ELPAC must be administered within the first 30 calendar days of enrollment. The school will notify you of the results of this assessment and your student's instructional program placement with a parent letter called the "Initial Parent Notification Letter for English Learners."

To measure student progress in learning English, all continuously enrolled English Learners will be administered the Summative ELPAC in the Spring until the reclassification criteria is met. Parents will receive annual notification of their student's progress toward reclassification and will be notified that their child is a "Long-term English Learner" or is an "English learner at-risk of becoming a Long-term English Learner."

To find more information about the ELPAC assessment or reclassification criteria, please contact the Principal or designee.

Placement of English Learners (EL) - Structured English Immersion Program

All MPS EL students participate in a Structured English Immersion (SEI) program. The U.S. Department of Education describes the goal of this program as "acquisition of English language skills so that the EL student can succeed in an English-only mainstream classroom. All instruction in an immersion strategy program is in English." Within this SEI program, ELs are provided with daily designated and integrated English Language Development. Integrated ELD is provided to all ELs across all disciplines utilizing the researched based frameworks and strategies to support language acquisition. Designated ELD is also provided to all ELs, however instructional placement and support vary according to the students' ELD level. All curricula used within the SEI program has ELD components/resources that facilitate language acquisition. Additionally, Newcomers and Long-Term English Learners receive supplemental services as needed.

For further information on language acquisition, please contact the school office for a copy of the "MPS EL Master Plan."

Education of Students with Disabilities

Child Find System

MPS is dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. MPS provides special education instruction and related services in accordance with the Individuals with

Disabilities Education Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the charter authorizer. These services are available for special education students enrolled in MPS. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. MPS collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, MPS is responsible for identifying, locating, and evaluating children enrolled at MPS with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact the school office.

A complete copy of MPS' "Special Education Policy and Procedures" is available for review in the school office and on the school website.

Instruction for Pupils with Temporary Disabilities

Instruction for Pupils with Temporary Disabilities – EC 48206.3, 48207, and 48208

A pupil with a temporary disability which makes attendance in the regular day classes or the alternative educational program in which the pupil is enrolled impossible or inadvisable may receive individualized instruction provided in the pupil's home for one hour a day. Please contact MPS for further information.

A pupil with a temporary disability, who is in a hospital or other residential health facility, excluding a state hospital, may be deemed to have complied with the residency requirements for school attendance in the school district in which the hospital is located.

It is the responsibility of the parent or guardian to notify the school district in which the hospital or other residential health facility is located of the presence of a pupil with a temporary disability. Upon receipt of the notification, the district will within five working days determine whether the pupil will be able to receive individualized instruction pursuant to EC 48206.3 and, if so, provide the instruction within five working days or less.

A pupil with a temporary disability may remain enrolled in the district of residence or charter school and may attend regular classes when not confined to the hospital setting, the total days of instruction may not exceed the maximum of five days with both school settings and attendance may not be duplicated. If necessary, the district of residence may provide instruction in the home for the days not receiving instruction in the hospital setting, depending upon the temporary doctor orders. The supervisor of attendance shall ensure that absences

from the regular school program are excused until the pupil is able to return to the regular school program.

An honorary high school diploma which is clearly distinguishable from the regular diploma of graduation may be awarded to a pupil who is terminally ill, from the resident governing school board, a county office of education or a charter school.

Section 504 Policies and Procedures

Section 504 – 29 USC 794, 34 CFR 104.32

Section 504 of the Rehabilitation Act of 1973 is a federal law which prohibits discrimination against persons with a disability. The school provides a free and appropriate public education to all pupils regardless of the nature or severity of their disability. The school has a responsibility to identify, evaluate, and if eligible, provide pupils with disabilities the same opportunity to benefit from education programs, services, or activities as provided to their non-disabled peers. To qualify for Section 504 protections, the pupil must have a mental or physical impairment which substantially limits one or more major life activity. For additional information about the rights of parents of eligible pupils, or questions regarding the identification, evaluation, and eligibility of Section 504 protections, please contact the Principal.

MPS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of MPS. Any student who has an objectively identified disability which substantially limits a major life activity, including but not limited to learning, is eligible for accommodations by MPS. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Principal.

A copy of MPS' "Section 504 Policies and Procedures" is available upon request in the school office.

Special Education – Use of Assistive Technology

Use of Assistive Technology – EC 56040.3

MPS allows home and community use of assistive technology devices by students who have assistive technology devices as part of their IEP FAPE offer. Students may continue to use while at distributing school and for up to a maximum of two months or until a replacement or comparable device is obtained in new setting. Not every IEP will have an AT device as part of the IEP team offering, but if it is there, it must remain in possession so that the student does not have a lapse in educational access to such device.

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *“Foster youth”* means any of the following:
 1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code section 309 and/or (“WIC”).
 2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
 3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - The nonminor is participating in a transitional independent living case plan.
 5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court. (Note: The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.)
 6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- *“Former juvenile court school student”* means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School., excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.
- *“Child of a military family”* refers to a student who resides in the household of an active-duty military member.
- *“Currently Migratory Child”* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state,

in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- "*Newcomer pupil*" is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.
- "*Educational Rights Holder*" ("*ERH*") means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
- "*School of origin*" means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
- "*Best interests*" means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- "*Partial coursework satisfactorily completed*" includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

Foster and Mobile Youth Liaison

The MPS Board of Directors designates the following staff person as the Liaison for Foster and Mobile Youth:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability

The Charter School will work with foster youth and their parent to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability, and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child, or child of a military family, as follows:

1. For students in kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the

academic year in which the student's status changed.

2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Graduation Requirements

Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school, may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.

2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

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

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of Foster and Mobile Youth.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements,

consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.

2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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

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

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time

to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

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

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements

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

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency (“LEA”), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the pupil, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the pupil’s special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record-keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth’s grades as a result of the student’s absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations

If the Charter School intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School’s Uniform Complaint Procedures.

A copy of MPS’ “**Uniform Complaint Policy and Procedures**” is available in the school office and on the school website.

Education of Foster Youth - EC 47605, 47605.6, 48432.5, 48911, 48911.1, 48915.5, and 48918.1

In addition to parental notification requirements for an involuntary transfer to a continuation school, suspension, or expulsion, to the foster child’s attorney and social worker, and, for the child’s tribal social worker, if applicable, and county social worker. The attorney and social worker have the same rights as parents during these processes, such as requests for meetings and the ability to inspect all documents.

Education of Homeless Children and Youth

Definitions: The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Homeless Liaison.

School Liaison

The MPS Board of Directors designates the principal of each school site as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”), any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School’s charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of

education and related services to homeless children and youths.

10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>.

Housing Questionnaire

Charter School shall administer a housing questionnaire for the purpose of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student’s parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

School Stability

The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student’s education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student’s school of origin

(subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code. (Note: "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code.*)

High School Graduation Requirements

Homeless students who transfer to the MPS any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless MPSJ makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder ("ERH"), and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

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

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education

Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit

recovery, and any transfer opportunities available through the California Community Colleges.

4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

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

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

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned

with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

A copy of the complete Policy is available upon request at the school office and on the school website.

Education of Homeless Youth: Right to Apply for Financial Aid - EC 69432.7, 69519, 69731, 69956, 70032, 78220, and 88931

Students experiencing homelessness have a right to apply for financial aid to seek education beyond high school. Every district and charter school must appoint a homeless liaison to assist students and families. Please contact the Charter School Liaison for more information of services and policies related to homeless education rights.

Pregnant and Parenting Pupils

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks

of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634
ceo@magnoliapublicschools.org

A copy of the UCP is available upon request at the school office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the school office.

ACADEMICS: HIGH SCHOOL & BEYOND

High School Graduation Requirements

MPS has minimum requirements for a standard diploma that meets and exceeds the state graduation requirements and the UC/CSU “a-g” requirements.

Credit Requirement for a Standard Diploma

Currently, every student must earn a total of 200 semester credits in grades 9 through 12 to receive a high school diploma. (See section “High School Credit Earned in Middle School” for middle school courses identified for high school credit.) Each high school course at MPS is semester based and worth 5 credits, except for courses such as Sustained Silent Reading (SSR) or Advisory which last one-half of a typical class period or less and are worth 2.5 credits. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course. Credit is awarded based on student participation, mastery of subject matter, and/or attainment of skills.

Specific Course Requirements

MPS meets and exceeds the admission requirements of all four-year universities including University of California (“UC”). MPS adopts all options approved for meeting UC’s minimum “a-g” subject requirements, including approved “a-g” high school courses, ACT/SAT examination, AP or IB examination, and U.S. regionally accredited college/university courses (in person or online) as well as validation of coursework and grades as described by the UC. MPS will continue to adapt to any changes in UC subject requirements. The following table lists courses required to graduate from MPS.

Math Requirements: MPS math requirements are threefold:

- **Credit requirements:** MPS requires at least 30 semester credits of math for a standard diploma (and 40 semester credits of math for an advanced or honors diploma.) Some of these credits can be earned in middle school.
- **Year requirements:** MPS requires students to be enrolled in a math course for at least two years in grades nine through twelve for a standard diploma (state requirement) and at least three years in grades nine through twelve for an advanced or honors diploma. For example, a student may take Mathematics-I or Algebra I in seventh grade, Mathematics II or Geometry in eighth grade, and Mathematics III or Algebra II in ninth grade. The student would still need to take one more year of math for a standard diploma (and two more years of math for an advanced or honors diploma.)
- **Course requirements:** Students need to complete three years of math courses that include the topics covered in elementary and advanced algebra and two- and three-dimensional geometry before graduation. Integrated math courses fulfill this requirement.

Science Requirements: *UC requirement:* Two years of college-preparatory laboratory science, including or integrating topics that provide fundamental knowledge in two of these three subjects: biology, chemistry, or physics is required. One year of approved interdisciplinary or earth and space sciences coursework can meet one year of the requirement. Computer Science, Engineering, Applied Science courses can be used in area “d” as an additional laboratory science (i.e., third year and beyond). *CSU requirement:* Two years, including one year of biological and one year of physical science with lab.

Language Other Than English (LOTE) Courses: MPS will allow other options to satisfy the “e”-LOTE requirement for graduation. Completion of higher-level LOTE coursework with a grade of C or higher may validate D or F grades earned in lower-level courses or when a lower-level course is skipped. Please check UC Admissions website for details of course validation. UC-transferable college courses or satisfactory scores on SAT Subject, AP or IB exams can also be used to fulfill the LOTE subject requirement.

Generally, bilingual students are considered to have met the “e” subject requirement and may choose not to enroll in LOTE courses. Students who elect not to take courses in a LOTE may satisfy the “e” requirement (*for all diploma types*) by one of the following methods:

- **Formal schooling in a language other than English** – Students who have completed two years of formal schooling at the sixth-grade level or higher in a school where a LOTE was used as the medium of instruction have met the LOTE requirement. A school transcript or other official document is required.
- **Assessment by a recognized test or University** – Earning a satisfactory score on a SAT Subject, AP or IB exam, or a proficiency test administered by a UC campus or other university can demonstrate a student’s proficiency in a LOTE. Most language departments at universities will conduct an assessment and issue a statement of competency on official letterhead serving as certification.
- **Certification by high school principal** – In cases where the options above are not available, certification by the high school principal is acceptable. Principals should develop and maintain clear standards for providing this certification. Certification should be based on the judgment of language teachers, advice of professional or cultural organizations with an interest in maintaining language proficiency, or other appropriate sources of expertise. The principal notes the certification of competency on the student’s transcript with the language and level of proficiency.

PE Requirement: Two years of PE is required. Junior Reserve Officers’ Training Corps (JROTC)/Cadet Corps and CIF Sports can be used to meet *one or both years* of the requirement. The following approved courses and programs can be used to meet *one year* of the requirement: Marching Band, Kinesiology, Health, and other specialized PE courses (weight training,

aerobics, dance, yoga, fitness and conditioning, team sports, and individual sports.) Also, MPS Alternative PE policy allows students to receive credit for physical activities not normally offered as part of the regular on-site PE program.

college credits are awarded for each course

- Receive a score of 3 on one AP exam or score 4 on one IB exam
- Complete a CTE Pathway

College/Career Indicator (CCI)

A high school diploma should represent the completion of a broad and rigorous course of study. The CCI was designed by the CDE to encourage high schools to provide all students with a rigorous broad course of study that will lead to likely success after high school. It recognizes that students pursue various options, whether completing: (a) a Career Technical Education (CTE) Pathway, (b) course requirements for a-g, or (c) a course of study specifically designed to meet the student's individual interests.

Each year the CDE measures graduating students' preparedness for college/career.

College Readiness: College readiness means completing rigorous coursework, passing challenging exams, or receiving a state seal. Several measures have been approved by the State Board of Education as indicating college readiness, as shown below. For each measure, specific criteria are used to determine whether a student is "Prepared" or "Approaching Prepared."

Prepared:

Graduates classified as Prepared must meet at least one of the criteria:

- **Smarter Balanced Summative Assessments** Receive a score of Level 3 "Standard Met" or higher on both English language arts/literacy (ELA) and mathematics
- **Advanced Placement (AP) Exams** Receive a score of 3 or higher on two AP exams
- **International Baccalaureate (IB) Exams** Receive a score of 4 or higher on two IB exams
- **College Credit Courses** Complete two semesters, three quarters, or three trimesters of college coursework with a grade of C- or better in academic/Career Technical Education (CTE) subjects where college credits are awarded
- **State Seal of Biliteracy (SSB)** Receive the SSB and a score of Level 3 or higher in ELA on the Smarter Balanced Summative Assessments
- **University of California (UC) and California State University (CSU) Requirements** Meet all a-g requirements for admission to a UC or CSU school and meet one of the additional criteria below:
 - Smarter Balanced Summative Assessments: Receive a score of Level 3 or higher in one subject area (ELA or mathematics) and a score of Level 2 in the other area
 - Complete one semester/two quarters/two-trimesters of College Credit Courses with a grade of C- or better in academic/CTE subjects where

Approaching Prepared:

Graduates classified as Approaching Prepared must meet at least one of the criteria:

- **Smarter Balanced Summative Assessments** Receive a score of Level 2 "Standard Nearly Met" on both ELA and mathematics
- **College Credit Courses** Complete one semester, two quarters, or two trimesters of college coursework with a grade of C- or better in academic/CTE subjects where college credits are awarded
- **UC and CSU Requirements** Meet all a-g requirements for admission to a UC or CSU school

Career Readiness: Career readiness means completing rigorous coursework and engaging in learning experiences that are designed to prepare students for the workforce. Several measures have been approved by the State Board of Education as indicating career readiness, as shown below. For each measure, specific criteria are used to determine whether a student is "Prepared" or "Approaching Prepared."

Prepared:

Graduates classified as Prepared must meet at least one of the criteria:

- **Leadership/Military Science** Complete two years of Leadership/Military Science and receive a score of Level 3 or higher in one subject area on both English language arts/literacy (ELA) and mathematics and a score of Level 2 "Standard Nearly Met" or higher in the other
- **Career Technical Education (CTE) Pathway** Complete a CTE Pathway with a grade of C- or better in the capstone course and meet one of the additional criteria below:
 - Smarter Balanced Summative Assessments: receive a score of Level 3 or higher in one subject area (ELA or mathematics) and a score of Level 2 or higher in the other
 - Complete one semester, two quarters, or two trimesters of College Credit Courses, outside of the completed CTE Pathway, with a grade of C- or better in academic/CTE subjects where college credits are awarded for each course
- **Registered Pre-Apprenticeship** Complete a registered pre-apprenticeship
- **State and Federal Job Programs** Complete one of the following programs and complete one semester, two quarters, or two trimesters of a CTE course with a C- or better: Workforce Innovation and Opportunity Act (WIOA), Job Corps, YouthBuild, California Conservation Corps

(CCC), and Regional Occupational Centers and Programs (ROCP)

- **Transition Classroom and Work-Based Learning Experiences (available only to students with Individualized Education Programs [IEPs] who earn a Special Education Certificate of Completion)** Complete at least 100 hours of work experience **and** the equivalent of four semester courses of college and career exploration/preparation designed to prepare a student with an IEP for employment and independent living

Approaching Prepared:

Graduates classified as Approaching Prepared must meet at least one of the criteria:

- **Leadership/Military Science** Complete two years of Leadership/Military Science
- **CTE Pathway** Complete a CTE Pathway with a grade of C- or better in the capstone course
- **Non-Registered Pre-Apprenticeship** Complete a non-registered pre-apprenticeship
- **State and Federal Job Programs** Complete one of the programs (i.e., WIOA, Job Corp, YouthBuild, CCC, or ROCP)
- **Transition Classroom or Work-Based Learning Experiences (available only to students with IEPs who earn a Special Education Certificate of Completion)** Complete at least 100 hours of work experience **or** the equivalent of four semester courses of college and career exploration/preparation designed to prepare a student with an IEP for employment and independent living

California State University Early Assessment Program (CSU-EAP)

The EAP is a joint program of the CDE, California State University (CSU) and California Community Colleges (CCC). The EAP provides students with an early indicator of their college readiness in English and mathematics prior to starting the senior year. In addition, EAP may earn students an exemption from CSU and participating CCC English and/or mathematics placement tests that are required for entering freshman. EAP is now embedded in the CAASPP Smarter Balanced grade eleven ELA and mathematics assessments. Students taking the grade eleven assessments will automatically be participating in the EAP. To provide information to students on their college readiness, students may voluntarily release their results to the CSU and CCCs. The results will not be used for admissions. To find more information about the CAASPP Program CSU/EAP, please contact your child's counselor or contact the school office. Additional information is posted on the internet at: <http://www.cde.ca.gov/ci/gs/hs/eapindex.asp>.

**MAGNOLIA PUBLIC SCHOOLS (MPS)
HIGH SCHOOL GRADUATION REQUIREMENTS**

Subject Area	Requirements	Diploma Type		
		S	A	H
(a) History / Social Science	Three years of history/social studies, including one year of U.S. history and geography; one year of world history, culture, and geography; one semester of American government and civics, and one semester of economics.	30	30	30
(b) English	Four years of college-preparatory English that include frequent writing, from brainstorming to final paper, as well as reading of classic and modern literature. <i>(No more than one year of ESL-type courses can be used to meet this requirement.)</i>	40	40	40
(c) Mathematics	Three years of college-preparatory math, including or integrating the topics covered in elementary and advanced algebra and two- and three-dimensional geometry. <i>(Four years recommended)</i>	30	40	40
(d) Science	Two years of college-preparatory science, including or integrating topics that provide fundamental knowledge in two of these three subjects: biology, chemistry, or physics. Two years, including one year of biological and one year of physical science with lab required. <i>(Three years recommended)</i>	20	30	30
(e) Language Other Than English (LOTE)	Two years , or equivalent to the 2nd level of high school instruction, of the same language other than English. <i>(Three years recommended)</i>	20	20	20
(f) Visual & Performing Arts (VPA)	One yearlong course of visual and performing arts chosen from the following disciplines: dance, drama/theater, music, interdisciplinary arts or visual art — or two one-semester courses from the same discipline is also acceptable.	10	10	10
(g) Electives <i>Elective course offerings may change depending on student interest and resource availability.</i>	Additional courses in Social Science, English, Mathematics, Science, Language Other Than English (LOTE), Visual & Performing Arts (VPA), and Computers & Technology	20	20	20
Physical Education	Two years	20	20	20
Computers & Tech.	One year	10	10	10
Total Required Credits:		200	220	220
AP Course / College Credit Requirements	AP <u>or</u> college courses can be taken to meet minimum course requirements or as elective. <i>(Not required for a standard diploma.)</i>	N/A	10	20
College/Career Prepared Designation	Designation of “Prepared” on the College/Career Indicator (CCI). <i>(Not required for a standard diploma.)</i>	N/A	P	P
Other Requirements	Minimum Cumulative GPA:	2.00	3.25	3.50
	Required Service-Learning Hours:	N/A	40	40
	MPS encourages students to participate in Congressional Award programs and engage in more than 40 hours of community service to develop and demonstrate crucial life skills.			

Comparison of Requirements for Graduation
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Source: <https://www.cde.ca.gov/ci/ga/hs/hsgtable.asp> (Rows are re-ordered to match the a-g order.)

High School Subject Area	State Mandated Requirements (EC 51225.3) for High School Graduation	UC Requirements for Freshman Admissions	CSU Requirements for Freshman Admissions
History / Social Science	Three years of history/social studies, including one year of U.S. history and geography; one year of world history, culture, and geography; one semester of American government and civics, and one semester of economics.	Two years of history/social science, including one year of U.S. history or one-half year of U.S. history and one-half year of civics or American government; and one year of world history, cultures, and geography.	Two years, including one year of U.S. history or U.S. history and government and one year of other approved social science.
English	Three Years	Four years of approved courses	Four years of approved courses
Mathematics	Two years, including Algebra I, beginning in 2003–04. (EC 51224.5)	Three years, including algebra, geometry, and intermediate algebra. Four years recommended.	Three years, including algebra, geometry, and intermediate algebra.
Science	Two years, including biological and physical sciences.	Two years with lab required, chosen from biology, chemistry, and physics. Three years recommended.	Two years, including one year of biological and one year of physical science with lab.
Language Other Than English (LOTE)	One year of either visual and performing arts, foreign language, or career technical education.	Two years in same language required. Three years recommended.	Two years in same language required.
Visual and Performing Arts (VPA)	One year of either visual and performing arts, foreign language, or career technical education.	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art.	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art.
Electives	Not Applicable	One year	One year
Physical Education	Two years	Not Applicable	Not Applicable
Total	13	15 (7 in the last two years of high school)	15

Course Credit Acceptance & Transferability

High School Grade Promotion Policy

Criteria: To be promoted to the next grade, a high school student must have a 2.0 grade point average (GPA) and the minimum required credits described below by the end of the school year or by the end of the summer before the start of the next school year.

Student transcripts will be updated to include summer grades and GPA will be recalculated. If students have the minimum required credits and at least a 2.0 recalculated GPA, they will be promoted to the next grade.

Core Courses: Core courses are Math, Science, English, and History/Social Science.

Minimum Required Credits:

- To be enrolled in grade 10, a student must have a minimum of 50 credits, including at least 20 credits in core courses.
- To be enrolled in grade 11, a student must have a minimum of 100 credits, including at least 50 credits in core courses.
- To be enrolled in grade 12, a student must have a minimum of 150 credits, including at least 90 credits in core courses.
- A student's grade level placement remains the same for an entire school year.

MPS has minimum requirements for a standard diploma that meet and exceed the state graduation requirements and the UC/CSU "a-g" requirements.

Credit Acceptance

Students transferring to MPS from another accredited school, private or public, a home school, or an alternative school, will receive credit toward graduation for courses successfully completed in the sending school.

These courses will appear on student's transcript as they are transferred and will be included in cumulative GPA calculations. Upon review and approval by the school administration, students transferring to MPS from a non-accredited school may receive credit toward graduation within the following guidelines:

Documentation must be provided to MPS by the sending school as to the course of study the student followed, materials used, course description, total number of contact hours per course, grading criteria, teacher name and qualifications, student work or projects, and scores of any standardized tests the student has taken. Grades from such courses will not be included in cumulative GPA calculations.

Normally, students may not retake courses that they have already passed and for which they have earned credit. Credit is not awarded for classes repeated to raise a grade unless the grade previously earned was a Fail (F) or Incomplete (I). However, the school administration reserves the right to final decision in case of any extenuating circumstances. Extenuating circumstances may include foreign transcripts, transcripts from non-accredited schools, college courses,

ESL/ELD courses, and other approved courses on a case-by-case basis. Please consult with the school administration. If the school administration allows repeat of a course for extenuating circumstances, MPS will use the new grade when calculating the student's GPA. However, the repeated grade will not be used in calculating the "a-g" GPA for UCs if a student repeats a course used to satisfy the "a-g" requirement in which the student originally earned a grade of C or higher.

Credit Recovery

A high school student who fails a course at MPS is expected to take full responsibility for their personal credit recovery process. Following are some recovery options:

Summer School: Students can take a summer school course at any public school to recover missing credits. MPS may offer summer school depending on student needs and availability of teachers and resources.

Online Courses: Students who are credit deficient may enroll in accredited online courses to recover missing credits. Some examples to accredited online course providers are Edgenuity, APEX Learning, BYU, etc. College counselor's approval is necessary in order for the grade of an online course to be included in cumulative GPA calculations.

College Dual and Concurrent Enrollment: Students may enroll in a post-secondary course creditable toward high school completion. College counselor's approval is necessary in order for the grade of a college course to be included in cumulative GPA calculations.

Exemption From MPS Local Graduation Coursework Requirements

Students in foster care, homeless students, former juvenile court students, children of military families, migratory students and newly arrived immigrant students, and students with disabilities, if written in the IEP of the student, may qualify to be exempted from local graduation coursework requirements that are beyond the California state requirements. Please make an appointment with the school counselor to review your child's options for graduation. All coursework that was completed at another school outside of MPS will be issued full or partial credit.

WASC Accreditation & Transferability of Courses

All MPS schools are WASC-accredited and all A-G courses of MPS are transferable to other public schools and meet the rigorous requirements for admission to both the UC and state university systems. Every transfer student will participate in an intake meeting which includes a review of his/her transcript and tracking towards graduation. Every exiting student will also receive a transcript to provide him/her with an official record of courses completed and credits earned. In addition, the school's master schedule will be informed by student needs to ensure sufficient intervention opportunities are available for the student population. Please contact the Dean of Academics & College Counselor for further information.

Diploma Types & Graduation

Diploma Types

MPS offers three different high school diploma types: Standard (S), Advanced (A), and Honors (H). Each diploma has minimum requirements that meet and exceed the state graduation requirements and the “a-g” subject requirements of California’s four-year public universities. Students are always welcome, and often encouraged, to exceed these minimum requirements.

The “Golden State Seal Merit Diploma” & The “State Seal of Biliteracy”

As directed and described by the CDE, MPS will award eligible graduates the “Golden State Seal Merit Diploma” (GSSMD) and the “State Seal of Biliteracy” (SSB) by affixing the “Golden State Seal” and the “State Seal of Biliteracy” to their high school diplomas. GSSMD is a recognition of graduates who have demonstrated mastery of the high school curriculum in at least six subject areas, four of which are English language arts, mathematics, science, and U.S. history, with the remaining two subject areas selected by the student. SSB is recognition by the State Superintendent of Public Instruction for graduating high school students who have attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English.

Service-Learning Requirement

Completing 40 hours of community service before graduation is no longer a high school requirement for a standard diploma beginning with the class of 2013. However, MPS encourages students to engage in community service to develop and demonstrate crucial life skills. This will help students gain “real life” experience and develop responsibility, caring and respect for the community. Therefore, students will be required to earn 40 hours of community service before graduation for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.

Cumulative GPA & Valedictorian Policy

A cumulative GPA (CGPA) is calculated for all high school level courses based on the number of credits received and their weighted grade point equivalencies. Cumulative GPAs are used to determine class rank and graduation honors, eligibility for National Honor Society, by colleges as part of the admission criteria, by many scholarship and grant providers, and occasionally, by employers. This information is reported to parents on the student’s high school transcript. The high school transcript is a record of all final course grades received for high school courses.

MPS requires a minimum of **2.00** cumulative GPA for graduation, **3.25** for an advanced diploma, and **3.50** for an honors diploma.

All graduating students who are eligible to receive an Honors diploma with a cumulative GPA of **4.0** or above shall be designated as the Valedictorian. Cumulative GPA computation for Valedictorian shall be based upon student’s

projected grades as of the first of June prior to the date of graduation.

The following table summarizes how courses are included in GPA calculations.

Course Type	Inclusion in MPS CGPA
Approved Honors and AP courses	Weighted
Approved college courses that meet the “a-g” requirements and/or that are identified in the ASSIST student transfer information system as UC/CSU transferable	Converted to high school credits and weighted
Other approved college courses	Converted to HS credits and unweighted
Courses transferred from another accredited school, private or public, a home school, or an alternative school	Included as they are transferred
Courses transferred from a non-accredited school	Not included
Repeated courses	Case-by-case; typically included unless the original grade is not a C or higher; replaces the prior D or F grade
High school courses taken in middle school	Not included

Note: UC/CSU systems do their own GPA calculations for a-g courses taken between the summer following 9th grade through the summer following 11th grade in calculating a student’s GPA. Please see your high school college counselor for further details.

Participation in Senior Activities/Graduation Ceremony

In order for students to participate in any senior activities they must have a total of 150 credits at the beginning of the first semester and/or 180 credits at the beginning of the second semester of their senior year. In addition, students have to fulfill all the graduation requirements, described herein, and not be on suspension, or recommended for expulsion at the time of the Graduation Ceremony.

Tardies/Absences: After 20 tardies or unexcused absences students may be referred to the Reflection Committee regarding their standing and opportunity to participate in the Graduation Ceremony.

California High School Proficiency Exam

California High School Proficiency Exam – 5 CCR 11523

The California High School Proficiency Exam (CHSPE) is a voluntary test that assesses proficiency in basic reading, writing, and mathematics skills taught in public schools. Eligible pupils who pass the CHSPE are awarded a Certificate of Proficiency by the State Board of Education. A pupil who receives a Certificate of Proficiency may, with verified approval from the parent or legal guardian, leave high school early. The Certificate of Proficiency is equivalent to a high school diploma; however, it is not equivalent to completing all course work required for regular graduation from high school. Pupils planning to continue his or her studies in a college or university should contact the admissions office of the institution to find out if the Certificate of Proficiency will meet admission requirements.

A pupil is eligible to take the CHSPE only if he or she meets one of the following requirements on the test date: 1) is at least 16 years old; 2) has been enrolled in the tenth grade for one academic year or longer; or 3) will complete one academic year of enrollment in the tenth grade at the end of the semester during which the CHSPE regular administration will be conducted. A fee for each examination application shall not be charged to a homeless or foster youth under the age of 25. For more information, including administration dates and registration deadlines, visit the following website: <http://www.chspe.net/>.

**Retroactive Grant of High School Diplomas:
Departed/Deported Pupils**

**Retroactive Grant of High School Diplomas:
Departed/Deported Pupils: EC 51430 (9-12)**

MPS may award a diploma to any student who may have been deported outside the US, if in good standing after completing the second year of high school. Any transfer credits from outside the US will be considered as completion through online or foreign classes.

College Counseling & Readiness Programs

PSAT/NMSQT Tests & Applications

MPS is dedicated to providing a comprehensive college preparatory program that facilitates students' ambitions to pursue higher education at the nation's top universities and colleges. As part of this process, grades 9 through 11 are required to take the PSAT/NMSQT test in Fall.

PSAT/NMSQT stands for Preliminary SAT/National Merit Scholarship Qualifying Test. It is a standardized test that provides firsthand practice for the SAT Reasoning Test.™ It also gives the students a chance to enter National Merit Scholarship Corporation (NMSC) scholarship programs.

The PSAT/NMSQT measures:

- critical reading skills;
- math problem-solving skills; and
- writing skills.

The most common reason for taking the PSAT/NMSQT is for the students to receive feedback on their strengths and weaknesses on skills necessary for college study. Students can then focus their preparation on those areas that could most benefit from additional study or practice.

Advanced Placement (AP) Courses

MPS will offer Advanced Placement (AP) classes depending on student needs/demands and availability of teachers and resources. AP courses are college-level courses, taught with college textbooks and exams that can give students college credit in the form of advanced standing when they enter their freshman year. Students have to pass the corresponding AP test in order to get college credit.

Advanced Placement Fees

AP Fees – EC 48980(j)

Eligible high school students may receive financial assistance to cover the costs of the advanced placement examination fees. Please contact the school office for information.

Counseling Programs

MPS offers a comprehensive counseling and guidance program addressing personal/social, career, and academic needs for all grades. Students may sign up to see the counselor at any time to discuss personal or academic concerns. Social skills, career, and college planning lessons will be provided by the counselor at various times throughout the school year depending on grade level, need etc. The counseling office provides the following resources:

- Academic advising
- College planning resources
- Scholarship information
- SAT/ACT test dates and materials

- Career planning resources
- Conflict resolution
- Family resources
- Counseling resources

Students who wish to see the counselor can make an appointment. Parents are always welcome to make an appointment to see the counselor. All information discussed by the student and/or parent will remain confidential to the fullest extent of the law.

ASCA National Standards for Students

MPS supports the following American School Counselor Association (ASCA) National Counseling Standards.

Academic Development

Standard A: Students will acquire the attitudes, knowledge, and skills that contribute to effective learning in school and across the life span.

Standard B: Students will complete school with the academic preparation essential to choose from a wide range of substantial post-secondary options, including college.

Standard C: Students will understand the relationship of academics to the world of work and home and community life.

Career Development

Standard A: Students will acquire the skills to investigate the world of work in relation to knowledge of self and to make informed career decisions.

Standard B: Students will employ strategies to achieve future career success and satisfaction.

Standard C: Students will understand the relationship between personal qualities, education and training, and the world of work.

Personal/Social Development

Standard A: Students will acquire the attitudes, knowledge, and interpersonal skills to help them understand and respect self and others.

Standard B: Students will make decisions, set goals, and take necessary action to achieve goals.

Standard C: Students will understand safety and survival skills.

Career Counseling & Course Selection

Career Counseling & Course Selection – EC 221.5(d)

Commencing grade 7, MPS school personnel shall assist pupils with course selection or career counseling, exploring the possibility of careers, or courses leading to careers based on the interest and ability of the pupil and not on the pupil's gender. Parents or legal guardians are notified so that they may participate in such counseling sessions and decisions.

College & Career Technical Education

College & Career Technical Education – EC 51229

College Admission Requirements and Higher Education Information

The State of California offers community colleges, California State Universities (CSU), and Universities of California (UC) for students who wish to continue their education after high school.

To attend a community college, you need only a high school diploma or equivalent, or be over the age of 18. To attend a CSU, you have to take specific high school courses, have the appropriate grades and SAT/ACT test scores, and have graduated from high school. Test scores are not required if your GPA is 3.0 or above, and you applied to a campus or enrollment category that is not impacted. To attend a UC, you must meet requirements for coursework, GPA, and test scores. If you are a California student who has not been admitted to UC campus to which you have applied, you will be offered a spot at another campus if space is available and you rank in the top 9 percent of California high school students or of your graduating class at a participating high school. You may also transfer to a CSU or UC after attending a community college. For more information on college admission requirements, please refer to the following webpages:

www.californiacommunitycolleges.cccco.edu – This is the official website of the California Community College system. It offers links to all the California Community Colleges.

<https://www2.calstate.edu/> – This extensive online site offers assistance to students and their families on the CSU system, including the ability to apply online, and links to all CSU campuses.

www.universityofcalifornia.edu – This massive website offers information regarding admissions, online application, and links to all UC campuses.

www.assist.org – This online student-transfer information system shows how course credits earned at one public California college or university can be applied when transferred to another.

Students may also explore career options through career technical education. These are programs and classes offered by a school that are specifically focused on career preparation and/or preparation for work. The programs and classes are integrated with academic courses and support academic achievement. Students can learn more about career technical education by referring to the following webpage: www.cde.ca.gov/ci/ct/gi/.

You may meet with a school counselor to choose courses at your school that will meet college admission requirements or enroll in career technical education courses, or both.

Dual and Concurrent Enrollment Policy

MPS provides a college preparatory educational program emphasizing science, technology, engineering, arts and math in a safe environment that cultivates respect for self and others. Through Honors courses, AP courses and dual enrollment courses, students who demonstrate high achievement, interest and/or ability are provided the opportunity for a rigorous learning environment. As we encourage our students to have an accredited college/university/post-secondary institution (“college”) course-taking experience as early as possible, we also need to ensure it is a successful one and that it complements the rigorous course of studies offered at MPS. The following are guidelines for dual and concurrent enrollment.

Eligibility

- **Maturity:** High school students who have demonstrated academic, personal and social maturity are welcome to apply. The high school counselor (“counselor”) will meet with the deans, the student’s teachers and other related school staff to assess the student’s maturity level necessary for dual and concurrent enrollment. During this holistic assessment, student’s attendance records, classroom study habits, homework completion, problem-solving and task-management skills, ability to engage in cooperative learning and whole class discussion as well as student’s behavior and social skills such as self-control, positive interactions and relationships with classmates and teachers, and other skills will be considered.
- **GPA:** Minimum Cumulative GPA of 3.0 (weighted) by the end of the semester prior to dual enrollment.
- **Restrictions:** The student and the parent are responsible for checking whether the college has admission/enrollment restrictions based on age, grade level, or demonstrated eligibility for instruction using assessment methods and procedures.
- **Counselor Approval:** The student is responsible for obtaining approval from the counselor for the specific courses the student intends to take before enrolling in college courses.

Procedures

- **Readiness:** The student must demonstrate on-track preparation in the discipline to be studied. With input from related school staff, the counselor will determine student readiness for the requested course. MPS expects that requested courses are part of the student’s four-year plan with input from the student, parents, and school staff.
- **Courses:** The student has exhausted all opportunities to enroll in an equivalent course at his or her school of attendance.
- **Credits/GPA:**
 - To determine how a college course fulfills a high school requirement see your counselor. The counselor will indicate whether the

course will receive high school credit along with college credit or only college credit. Counselor’s approval is necessary in order for the grade of a college course to be included in cumulative GPA calculations.

- Ultimately, it is the ultimate responsibility of the student/parent to determine college credit and the transferability of the course to other colleges. The following website can be used for that purpose: www.assist.org. ASSIST is an online student-transfer information system that shows how course credits earned at one public California college or university can be applied when transferred to another.
- Prior to enrollment, the student needs to make a written application to the appropriate college/university office indicating that he or she is seeking high school credit in addition to college credit. Student/parent is responsible for following application deadlines and filling out forms such as “Supplemental Application for Admission of Students in Grades K-12” or other forms required by the college/university and completing the application process in a timely manner.
- It is the responsibility of the college/university to offer college credit. However, it is the responsibility of the student/parent to learn whether dropping or failing the course may impact admission to that college/university.
- It is important for students and parents to understand that students start building college credits as they take college courses. The grades earned may impact student’s college GPA and any transfer requirements between colleges. Students and parents are encouraged to choose courses carefully by considering student’s future college plans.
- Student/parent will provide an official transcript from the college/university to the counselor in a timely manner. Upon receipt of an official transcript from the college/university showing the course title, number of college units and the course grade, the high school equivalent course and the credits allowed will be recorded on the student’s cumulative record.
- Academic college courses that meet the University of California “a-g” requirements will be given a weighted grade point on the high school transcript and included in cumulative GPA calculations.
- The following table will be used for conversion of college units to high-school credits:

College Units	High School Credits
Less than 2 semester college units or less than 3 quarter college units	2.5 high school credits
2 semester college units or 3 or more quarter college units	5.0 high school credits
3 or more semester college units	10.0 high school credits

• Attendance Requirements:

- The student must provide a copy of the college course schedule to the high school counselor for approval before enrolling in college courses.
- The student must inform the counselor in case of any changes in course enrollment (dropping the course, changes in course dates and hours, etc.)
- All students in grades 11 and 12 are required to be enrolled in at least five courses each semester (including the Advisory course). These courses can be classroom-based courses taken at MPS, online courses provided by MPS or approved online course-providers, CSU, UC or community college courses, and other courses and activities for which academic credit will be provided upon satisfactory completion.
- MPS requires that the average number of minutes of attendance in any two consecutive schooldays is no less than 240 and minutes of attendance in any one school day is no less than 180.
- Signed Early Release Form is required for leaving school earlier than regular dismissal.
- All students in grades 9 and 10 must stay until regular school dismissal unless an alternative arrangement has been made with the counselor.
- All students in grades 11 and 12 must stay for the Advisory period unless an alternative arrangement has been made with the counselor.

Signatures and Dates

I have read and I understand the terms of this policy and agree to all provisions set forth.

_____	_____
Student	Date
_____	_____
Parent/Guardian/Caregiver	Date

Dual and concurrent enrollment form is included in this Handbook and copies are also available in the school office.

College Funding

College Application Fee Policy

All MPS high school seniors are eligible to receive up to \$350 reimbursement for up to five (5) application fee instances to university/college campuses. Please refer to the **MPS College Application Fee Policy** for details.

Cal Grant Program

Cal Grant Program – EC 69432.9

A Cal Grant is money for college that does not have to be paid back. To qualify, a student must meet the eligibility and financial requirements as well as any minimum grade point average (GPA) requirements.

Cal Grants can be used at any University of California, California State University or California Community College. Some independent and career colleges or technical schools in California also take Cal Grants.

To assist students to apply for financial aid, all students in grade 12 are automatically considered a Cal Grant applicant and each grade 12 student's GPA will be submitted by the October 1 deadline to the California Student Aid Commission (CASC) electronically by a school or school district official. A student, or the parent or guardian of a student under 18 years of age, may complete a form to indicate that he or she does not wish for the school to electronically send CASC the student's GPA. Until a student turns 18 years of age, only the parent or guardian may opt out the student. Once a student turns 18 years of age, only the student may opt himself or herself out, and can opt in if the parent or guardian had previously decided to opt out the student. Notification regarding CASC and the opportunity to opt out of being automatically deemed a Cal Grant applicant will be provided to all students and their parents or guardians by January 1 of the students' 11th grade year.

Cal Grant Program Opt-out form is included in this handbook and copies are also available in the school office.

Federal Student Aid

Federal Student Aid – EC 51225.8

MPS shall ensure that students prior to entering 12th grade are entitled to information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application at least once. This information will be available in a timely manner as financial aid is awarded in order of submission according to deadlines, on a first-come, first served basis. All family and student personal information will be protected according to state and federal privacy laws and regulations. Student lists will be matched to FAFSA applications for the purpose of ensuring that either the FAFSA is completed or an opt out form is completed to maintain the students' ability to graduate.

Starting in 11th grade, MPS will disseminate information on how to properly complete and submit the FAFSA or the

California Dream Act Application through in-class instruction, existing college readiness programs, family information sessions, and counseling sessions in groups or individually.

Work Permits for Students

It is within the discretion of MPS to determine whether a minor, who is still subject to the state's compulsory education laws, may obtain a work permit and, therefore, be employed to work.

Once a minor is no longer subject to the state's compulsory education laws, he/she is not considered a minor for purposes of the state's child labor laws and is not required to obtain a work permit (LC Section 1286[c]). California's compulsory school attendance law requires a person to attend school until he/she is eighteen years of age, or has graduated from high school, or has passed the High School Proficiency Examination. However, under federal law (29 CFR Section 570.121), Certificates of Age are required for all employed minors under the age of 18 which may be satisfied with the top portions of the work permit application (CDE Form B1-1) (5 CCR Section 10120.1). A work permit may be issued to only minors between the ages of 12 and 18 years of age (EC Section 49111).

Process: The minor/student, after obtaining a promise of employment, shall obtain the “**Statement of Intent to Employ a Minor and Request for a Work Permit - Certificate of Age**” (CDE Form B1-1) from the school. The minor must complete the “minor” section, request that the employer and parent complete their sections (making certain to obtain both required signatures), and then return the completed form to the Principal. The Principal or designee shall verify all information on the work permit to be issued. If all requirements are met, the school may issue the work permit (CDE Form B1-4).

The school has discretion to impose additional requirements for the issuance of a work permit. MPS requires that the minor maintain a 2.0 cumulative grade point average (GPA). The school shall retain a copy of the work permit application (CDE Form B1-1) and the work permit (CDE Form B1-4) until the end of the fourth year after the work permit was issued.

Competitive Athletics

Competitive Athletics Information

Competitive Athletics – EC 221.9

Any MPS school that offers competitive athletics shall publicly make available at the end of the school year all of the following information on its website:

1. The total enrollment of the school, classified by gender.
2. The number of pupils enrolled at the school who participate in competitive athletics, classified by gender.
3. The number of boys' and girls' teams, classified by sport and by competition level.

“**Competitive athletics**” means sports where the activity has coaches, a governing organization, and practices, and competes during a defined season, and has competition as its primary goal.

ATTENDANCE & RECORDS

Attendance Policy

It is the intent of the Governing Board of the Magnolia Educational and Research Foundation, doing business as Magnolia Public Schools (“MPS” or “Charter School”) to ensure that students attend school every day on time. Consistent school attendance is critical to school success. Being present for classroom instructional time is essential for students to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school and behavior problems.

Definitions

- **“Tardy”**: MPS starts at **8:00 a.m.*** Students shall be classified as tardy if the student arrives after that time.

* Each individual MPS school start time may vary. Please check with your school office for the exact start time.

- **“Unexcused Absence”**: Students shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.
- **“Truant”**: Students shall be classified as truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Principal or designee.
- **“Habitual Truant”**: Students shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.
- **“Chronic Truant”**: Students shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.
- **“School Attendance Review Team (“SART”)**: is the MPS Attendance Review Team and will consist of the individuals listed below: School Administrators, School Psychologist, Counselor, Nurse, Psychiatric Social Worker, Attendance

Clerk, Intervention Teacher(s), MPS Director of Student Services or designee, PSAC or designee. The team may be composed of any individual who is working with the family and has a viable interest in the student’s school attendance.

Chronic Absenteeism – EC 60901

A student is considered a chronic absentee when he/she is absent on 10% or more of the school days in one school year, from the date of enrollment to the current date. Chronic absenteeism includes all absences – excused and unexcused – and is an important measure because excessive absences negatively impact academic achievement and student engagement.

Arrest of Truants/School Attendance Review Boards – EC 48263 and 48264:

The school attendance supervisor, administrator or designee, a peace officer, or probation officer may arrest or assume temporary custody during school hours, of any minor who is found away from their home and who is absent from MPS without valid excuse within the county, city, or school district. A student who is a habitual truant may be referred to a School Attendance and Review Team (SART).

Excused Absences/Tardies for Classroom Based Attendance

No student shall have his or her grade reduced or lose academic credit for any excused absence or absences, if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

A student shall be excused from school when the absence is:

- (1) Due to his or her illness, including an absence for the benefit of the pupil’s mental or behavioral health.
- (2) Due to quarantine under the direction of a county or city health officer.
- (3) For the purpose of having medical, dental, optometric, or chiropractic services rendered.
 - a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student’s parent or guardian.
- (4) For the purpose of attending the funeral services or grieving the death of either a member of the pupil’s immediate family, or of a person that is determined by the pupil’s parent or guardian to be

in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

- (5) For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:
 - a. To access services from a victim services organization or agency.
 - b. To access grief support services.
 - c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

- (6) Participation in religious instruction or exercises as follows: The student shall be excused for this purpose on no more than four (4) school days per month.
- (7) For the purpose of jury duty in the manner provided for by law.
- (8) Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child (The school does not require a note from the doctor for this excusal).
- (9) For the purpose of serving as a member of a precinct board for an election pursuant to Elections Code section 12302.
- (10) For the purpose of spending time with a member of the student's immediate family, who is an active duty member of the uniformed services, as defined in EC 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the superintendent of MPS.

- (11) For the purpose of attending the student's naturalization ceremony to become a United States Citizen.
- (12) Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
- (13) Authorized at the discretion of a school administrator or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
- (14) A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.
- (15) In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
- (16) For the purpose of participating in a cultural ceremony or event. "Cultural," as used in this section, means relating to the habits, practices, beliefs, and traditions of a certain group of people.
- (17) For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:
 - a. Appearance in court.
 - b. Observance of a holiday or ceremony of the pupil's religion.
 - c. Attendance at religious retreats (not to exceed one schoolday per semester).
 - d. Attendance at an employment conference.
 - e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.
- (18) (A) For the purpose of a middle school or high school student engaging in a civic or political event, as provided in subparagraph (B), provided that the student notifies the school ahead of the absence. (B) (i) A middle school or high school student who is absent pursuant to subparagraph (A) is required to be excused for only one school day-long absence per school year. (ii) A middle school or high school student who is absent

pursuant to subparagraph (A) may be permitted additional excused absences in the discretion of a school administrator, as described in subdivision (c) of Section 48260.

A student absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefore. The teacher of the class from which a student is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

Other reasons will be considered that are requested in writing and approved by MPS. If the excuse is not one of the valid excuses listed above, the MPS administrators are authorized to excuse school absences due to the student's circumstances on a case-by-case basis.

Unexcused Absences/Tardies for Classroom Based Attendance

Students will be marked unexcused if they:

1. Do not verify an absence within **two (2)** school days following an absence; (see verification methods below)
2. Leave school without signing out at the school office;
3. Are absent from class without teacher permission or a valid excuse, including walking out of class;
4. Get a pass to go to a certain place but do not report there; and/or
5. Are absent/tardy for reasons **not acceptable** to the administration including but not limited to:
 - Not waking up on time
 - Transportation problems (missing the bus, traffic, etc.)
 - Running errands for family
 - Work
 - Babysitting
 - Hair appointment
 - Needed at home
 - Vacations or trips
 - Athletic workout
 - Socializing/Lingering in the hallway.

Method of Verification

A parent/guardian must inform the school office via phone of their child's absence/tardy the morning of the

absence/tardy. When students who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence/tardy within **two (2)** school days of the excused absence and/or upon the student's return. If a satisfactory explanation is not provided within **two (2)** school days of the absence/return, the absence will be marked as "unexcused." The following methods may be used to verify student absences/tardies:

1. Signed, written note from parent/guardian, or parent representative;
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student;
 - b. Name of parent/guardian or parent representative;
 - c. Name of verifying employee;
 - d. Date or dates of absence; and
 - e. Reason for absence.
3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including information outlined above.
4. Healthcare provider verification
 - a. When excusing students for confidential medical services or verifying such appointments, MPS staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
 - b. A healthcare provider's note of illness will be accepted for any reported absence. When a student has **had twenty (20)** absences in the school year verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or for students in grades 7-12, inclusive, who may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian. Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to administrative regulations and law. Students who arrive to school late must report to the school office when

the student arrives. If the student fails to do this, he or she will receive an unexcused tardy. If the student fails to present a satisfactory explanation verifying the reason for the tardy, the student will receive an unexcused tardy. The student will be given a “late slip” from office staff to be admitted to class.

Make up Work for Excused Absences

An absence from school, even for several days, does not excuse students from responsibilities in the classroom. On the day of return, it is the students’ responsibility to find out what work is required and when the work needs to be completed. Students will be given the same number of days they were absent to make up for missed work. For students with excused absences, make-up tests will be scheduled at a time designated by the teacher or as outlined in the teacher’s syllabus. It is the students’ responsibility to take the test at that time. If the student fails to do this, the teacher is not obligated to set another time for make-up. Please check the teacher’s syllabus and make sure for their individual policy.

Independent Study Policy

Students with a legitimate need for an extended absence of **five (5)** or more days can request independent study.

Please see the school office and website for the “**MPS Independent Study Policy.**”

Extracurricular Activities

When a student accrues **ten (10)** unexcused absences/tardies in a semester, the student may not be allowed to participate in any extracurricular activities for the remainder of that semester. (Field trips and academic opportunities do not count as extracurricular activities.) Special circumstances with documented explanations should be reviewed with the administration. After **twenty (20)** unexcused absences/tardies within the school year, the student may be referred to the Reflection Committee regarding their standing and opportunity to participate in any culminating activities, i.e., promotion/graduation, prom or graduation night.

Process for Upholding the Attendance Policy

First Day of School Process

When students are not in attendance on the **first five (5) consecutive days of school**, MPS will attempt to reach the parent/guardian daily for each of the first five days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, parents must notify MPS of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the sixth (6th) day of school will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1st) day of school will be contacted by phone to ensure their intent to enroll.

2. Students who are not in attendance on the second (2nd) day of school will be contacted by phone to ensure their intent to enroll.
3. Students who have indicated their intent to enroll but have not attended by the third (3rd) day will receive a letter indicating the student will be disenrolled after the fifth day of school if the student has not attended school without valid excuse.
4. Students who are not in attendance on the fourth (4th) day of school will be contacted by phone to ensure their intent to enroll.
5. Students who have indicated their intent to enroll but have not attended by the fifth (5th) day of school and do not have an excused absence will receive a phone call reiterating the content of the letter.
6. MPS will send the Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form to the parent/guardian and follow the Involuntary Removal Process described below for any students who have not attended by the sixth (6th) day, and do not have an excused absence.
7. MPS will use the contact information provided by the parent/guardian in the registration packet.
8. The last known District of Residence will be notified of the student’s failure to attend MPS and the voluntary disenrollment within thirty (30) days of the disenrollment.
9. Any documentation received by the Charter School regarding a student’s enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process.

Truancy Process

1. Each of the first **two (2)** unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Principal or designee. The student’s classroom teacher may also call home.
2. Each of the **third (3rd) and fourth (4th)** unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Principal or designee. In addition, the student’s classroom teacher may also call home and/or MPS may send the parent an e-mail notification. In addition, upon reaching **three (3)** unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive “**Truancy Letter #1 – Truancy Classification Notice**” from the Charter School notifying the parent/guardian of the student’s “Truant” status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a

- copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence or unexcused tardy over 30 minutes.
3. Upon reaching **seven (7)** unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive “**Tuancy Letter #2 – Habitual Truant Classification Notice – Conference Request,**” notifying the parent/guardian of the student’s “Habitual Truant” status and that a parent/guardian conference will be scheduled to review the student’s records and develop an intervention plan/contract. In addition, MPS will consult with a school counselor regarding the appropriateness of a home visitation and/or case management.
 - i. Parent/guardian to attend school with the child for one (1) day
 - ii. Student retention
 - iii. After school detention program
 - iv. Required school counseling
 - v. Loss of field trip privileges
 - vi. Loss of school store privileges
 - vii. Loss of school event privileges
 - viii. Required remediation plan as set by the SART
 - ix. Notification to the County District Attorney
 4. Upon reaching **ten (10)** unexcused absences or unexcused tardies over 30 minutes, the student will be referred to a **Student Support and Progress Team (SSPT)** and the **MPS Attendance Review Team (SART)**. In addition, the parent/guardian will receive a “**Tuancy Letter #3 – Referral to SART Meeting,**” and will be asked/invited to attend a presentation regarding chronic absenteeism.
 - c. The SART panel may discuss other school placement options.
 - d. Notice of action recommended by the SART will be provided in writing to the parent/guardian.
 5. The SART panel can include, but is not limited to, the following school members: School Administrators, School Psychologist, Counselor, Nurse, Psychiatric Social Worker, Attendance Clerk, Intervention Teacher(s), MPS Director of Student Services or designee, PSAC or designee. The panel may be composed of any individual who is working with the family and has a viable interest in the student’s school attendance. The SART panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.
 - a. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
 - b. The parent/guardian shall be required to sign a contract formalizing the agreement by the parent/guardian to improve the child’s attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
 6. If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from MPS consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student’s last known district of residence.
 7. For all communications set forth in this process, MPS will use the contact information provided by the parent/guardian in the registration packet. It is the parent’s or guardian’s responsibility to update MPS with any new contact information.
 8. If student is absent **ten (10) or more consecutive school days** without valid excuse and parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to MPS’ communication attempts, as set forth above, the student will be in violation of this Policy and the SART contract (if any) and may be subject to disenrollment, in compliance with the Involuntary Removal Process described below.
 9. Any documentation received by the Charter School regarding a student’s enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action (“Involuntary Removal Notice”). The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder. The Involuntary Removal Notice shall include the 1) charges against the student, 2) an explanation of the student’s basic rights including the right to request a hearing before the effective date of the action, and 3) the CDE Enrollment Complaint Notice and Form. The hearing shall be consistent with the Charter School’s expulsion procedures. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School’s suspension and expulsion policy.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder and shall include a copy of the Charter School’s expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing, the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student’s last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

Truant Consequences – EC 48263, 48267, 48268, and 48269; WIC 236, 601, 601.3, 653.5, 654, and 651.5

Any student who is identified as “Truant” may be assigned as a ward of the court, if the available community resources do not resolve the students’ continued problem of truancy, by a Probation Officer or Deputy District Attorney.

Referral to Appropriate Agencies or County District Attorney

It is MPS’ intent to identify and remove all barriers to the student’s success, and MPS will explore every possible option to address student attendance issues with the family. For any unexcused absence, MPS may refer the family to appropriate school-based and/or social service agencies.

If a child’s attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents/guardians fail to attend a required SART meeting, MPS shall notify the County District’s Attorney’s office, which then may refer the matter for prosecution through the court system. Students twelve (12) years of age and older may be referred to the juvenile court for adjudication.

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The MPS Principal, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

Pupil Records

Custody Issues

Custody Issues

Custody disputes must be handled by the courts. The school has no legal jurisdiction to refuse a biological parent access to his/her child and/or school records. The only exception is when signed restraining orders or other signed, valid court order, specifically stating visitation limitations, are on file in the school office. Any student release situation which leaves the student's welfare in question will be handled at the discretion of the site administrator or designee. Should any such situation become a disruption to the school, law enforcement will be contacted, and an officer requested to intervene. Parents are asked to make every attempt not to involve school sites in custody matters. The school will make every attempt to reach the custodial parent when a parent or any other person not listed on the emergency card attempts to pick up a child.

Student Records, Including Challenges and Directory Information

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School CEO or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's CEO or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible

student, the CEO must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service of function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

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

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of

higher education without prior written parental consent.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the

parent or eligible student may seek a protective order;

9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. Student's address
3. Parent's/guardian's address
4. Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports

12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the CEO at:

CEO and Superintendent
Magnolia Public Schools
250 E. 1st St STE 1500
Los Angeles, CA 90012
(213) 628-3634

A copy of the complete Policy is available upon request at the school office and on the school website. A directory information release opt-out form is included at the end of this Handbook and copies are also available in the school office.

Note: Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System (CALPADS)* pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI")** and will:

1. Be used to provide pupils and families with direct access to online tools and resources.
2. Enable a pupil to transmit information shared with the CCGI to both of the following:
 - a. Postsecondary educational institutions for purposes of admissions and academic placement.
 - b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

* CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

** CCGI is an authorized provider of an institutional service to all California local educational agencies and as part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education (CDE).

News Media Access and Social Media Policy

Occasionally, school staff or reporters and other members of the news media may write about, photograph or video school activities such as sporting events, school assemblies, special programs or newsworthy events.

Parents sign an authorization and release form during enrollment to grant MPS permission to create and use visual and/or audio images of their student, or the student's name or work product in internal and external publications for advertising or educational purposes, or share on its website, Facebook, Twitter, or other social media sites. Parents and guardians who do not want their child to be interviewed, videotaped or photographed should not sign or return that form/waiver. However, even with a signed form, students can turn down a request to be interviewed or photographed by telling their teacher.

The waiver only applies to a student who is on campus. Once they leave the school grounds and are on public property such as the sidewalk, reporters and photographers need no permission to ask questions or take pictures or videos.

For this reason, it is best to talk with your child so he or she knows your preference in advance, in case they find themselves in this situation.

Please contact the school office if you would like to request a copy of the waiver form.

A complete copy of the "MPS Social Media Policy" is available in the school office and on the school website.

Social Security Number

Social Security Number – EC 49076.7

Pupils and their parents or guardians should not be asked to provide their social security numbers or the last four digits of the social security numbers unless required by state or federal law. If a form is requesting that you provide a social security number or the last four digits of the social security number for you and/or your child and it does not specify the state or federal law that requires this information, ask the school administrator for more information before providing it.

Student Transfer

- Any student transferring out of MPS must complete the "Student Transfer Form" which can be obtained from the school office. The form must be completed prior to a student transferring. It is the parent/guardian's responsibility to complete the form. The school is not responsible for having it completed.
- It is the student's parent/guardian's responsibility to contact the school that student will be transferring to. It is the parent/guardian's responsibility to make all necessary arrangements for a successful transfer.
- If a student will be transferring to another school for the following school year, the parent/guardian is still responsible to inform the school office before the last day of school, or last day of attendance.
- All textbooks and any school property loaned to the student must be turned in before the last day of attendance in order to complete a successful transfer.

HEALTH & WELLNESS

Notifications for Student Athletes

Concussion and Head Injuries

Concussion and Head Injuries – EC 49475

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because MPS has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than **seven (7)** days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

MPS shall distribute the concussion information sheet to athletes prior to the start of the athletic season. Information sheet for concussion is included at the end of this Handbook and copies are also available in the school office.

Controlled Substances: Opioids

Controlled Substances: Opioids – EC 49476

School authorities must provide facts regarding the risks and side effects of opioid use each school year to athletes. Parents and student athletes must sign acknowledgement of receipt of the document annually.

MPS shall distribute the opioid information sheet to athletes prior to the start of the athletic season. Information sheet for opioid is included at the end of this Handbook and copies are also available in the school office.

Sudden Cardiac Arrest Prevention and Automated External Defibrillators

Sudden Cardiac Arrest – EC 33479 et seq.

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens, blood stops flowing to the brain and other vital organs.

SCA is not a heart attack; it is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure. SCA is more likely to occur during exercise or sports activity, so athletes are at greater risk. These symptoms can be unclear and confusing in athletes. Often, people confuse these warning signs with physical exhaustion. If not properly treated within minutes, SCA is fatal in 92 percent of cases. MPS must remove from participation a pupil who passes out or faints, or who is known to have passed out or fainted, while participating in or immediately following an athletic activity. A pupil who exhibits any of the other symptoms of SCA during an athletic activity may be removed from participation if the athletic trainer or authorized person reasonably believes that the symptoms are cardiac related. A pupil who is removed from play may not return to that activity until the pupil is evaluated by, and receives written clearance from, a physician or surgeon. On a yearly basis, an acknowledgement of receipt and review of information regarding SCA must be signed and returned by the pupil and the pupil's parent or guardian before a pupil participates in specific types of athletic activities which generally does not apply to those conducted during the regular school day or as part of a physical education course.

MPS shall distribute the sudden cardiac arrest information sheet to athletes prior to the start of the athletic season. Information sheet for the sudden cardiac arrest is included at the end of this Handbook and copies are also available in the school office.

California Youth Football Act

California Youth Football Act – HSC 124241 (6-12)

Under state law, students who participate in football games in grades 6-12 must have a licensed medical professional present during the game, whether playing at a home game or away at another school. This does not include Physical Education classes or intramural football games outside of extra-curricular athletics offered at the middle or high school.

Health Insurance Coverage for Athletes

Health Insurance Coverage for Athletes – EC 32221.5 (9-12)

Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school district offering insurance or other health benefits that cover medical and hospital expenses.

Some pupils may qualify to enroll in no-cost or low-cost local, state, or federally sponsored health insurance programs. Information about these programs may be obtained by calling Medi-Cal at 800-541-5555 or Healthy Families Program at 800-880-5305.

Medical & Health

Confidential Medical Services

Confidential Medical Services – EC 46010.1

School authorities may excuse any pupil in grades 7-12 from the school for the purpose of obtaining confidential medical services without the consent of the pupil's parent or guardians.

Confidentiality of Medical Information Act

Confidentiality of Medical Information Act – CC 56.10

School linked service coordinators will have access to health care information which complies with federal health insurance requirements. The coordinator must be credentialed and serve with confidentiality requirements per licensed school nurses, marriage and family therapists, educational psychologists, and clinical counselors.

Medical or Hospital Service

Medical or Hospital Service – EC 49472

MPS does not provide or make available medical and hospital services for pupils who are injured in accidents related to school activity or attendance.

Dangers of Synthetic Drugs

Dangers of Synthetic Drugs – AB 889

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years. This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances. Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “Spice,” “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine.

Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH’s Substance and Addiction Prevention Branch can be found here:

<https://www.cdph.ca.gov/Programs/OPA/Pages/Communications-Toolkits/Fentanyl-Overdose-Prevention.aspx>

Emergency Treatment for Anaphylaxis

Emergency Treatment for Anaphylaxis

MPS shall provide epinephrine auto-injectors to school nurses and trained personnel and authorize them to use epinephrine auto-injectors for any student who may be experiencing anaphylaxis, regardless of known history. Anaphylaxis is a severe and potentially life-threatening allergic reaction that can occur after encountering an allergic trigger, such as food, medicine, an insect bite, latex or exercise. Symptoms include narrowing of the airways, rashes or hives, nausea or vomiting, a weak pulse and dizziness. It is estimated that approximately 25% of the anaphylactic reactions occur during school hours to students who had not previously been diagnosed with a food or other allergy. Without immediate administration of epinephrine followed by calling emergency medical services, death can occur. Being able to recognize and treat it quickly can save lives.

Trained MPS personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. MPS will ensure it has the appropriate type of epinephrine auto-injector on site (i.e., regular or junior) to meet the needs of its pupils. MPS will ensure staff properly store, maintain, and restock the epinephrine auto-injectors as needed.

MPS will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of epinephrine auto-injectors based on the standards developed by the Superintendent of Public Instruction. MPS will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

Entrance Health Screening

Entrance Health Screening – HSC 124085, 124100, 124105

State law requires that the parent or legal guardian of each pupil provide the school within 90 days after entrance to

first grade documentary proof that the pupil has received a health screening examination by a doctor within the prior 18 months. Pupils may be excluded up to 5 days from school for failing to comply or not providing a waiver. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Free health screening is available for eligible students through the Child Health Disabilities Prevention Program.

Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

Health Care Coverage

Health Care Coverage – EC 49452.9

Your child and family may be eligible for free or low-cost health coverage. For information about health care coverage options and enrollment assistance, go to www.CoveredCA.com. Information regarding the availability of insurance is provided with enrollment forms and is also available at:

http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf

Additionally, California law allows all low-income children under 19 years old, regardless of immigration status, to enroll in Medi-Cal at any time in the year. Families can apply in person at their local county human services office, over the phone, online, with a mail-in application, or at a local health center. For more information about Medi-Cal enrollment, visit www.health4allkids.org.

Health Information

A student returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization (including psychiatric and drug or alcohol inpatient treatment), must have written permission by the licensed California health care provider to attend school, including any recommendations regarding physical activity. A health care provider is defined as a California-licensed physician [a Medical Doctor (MD) or a Doctor of Osteopathic Medicine (DO)], California-licensed dentist, California-licensed nurse practitioner (NP), or a California-licensed physician assistant (PA).

A student returning to school with sutures (stitches, staples), ace bandage (elastic bandage, slings), casts, splints, crutches, cane, walker, knee walker/knee scooter, or a wheelchair must have a licensed California health care provider's written permission to attend school that includes any recommendations and/or restrictions related to physical activity, mobility and safety. All equipment must be supplied by the parent(s)/ guardian(s).

Excuse from PE

An excuse (less than 10 weeks) from a physical education class may be granted to a student who is unable to participate in regular or modified curriculum for a temporary period of time due to illness or injury. A parent's written request for an excuse will be accepted for up to five days; thereafter, a written request is needed from the student's health care provider.

Illness

- MPS does not have a nurse on staff. Consistent with doctor's orders, properly trained office staff can assist students with basic first aid treatment; however, office staff are not registered nurses. Students sent to the office or visiting the office claiming that they are ill will be quickly evaluated by the office staff. If a student needs treatment beyond basic first aid, Parent/Guardian will be contacted to pick him/her up.
- If a student becomes ill or injured during the school day, he or she must report to the school office. Do not leave the building without permission. Any absence or departure from class that is not first cleared through the office will be considered unexcused.
- If a student is not physically well prior to the beginning of the school day, the office should be informed, and the student should be kept at home.

Communicable Disease Prevention

- If there is good cause to believe that a student is suffering from a recognized contagious or infectious disease, the student will be excluded from school until the school authorities are satisfied that any contagious or infectious disease does not exist. Guidelines for exclusion and readmission follow policies set forth by MPS, county and state authorities including but not limited to the California Department of Health and the California Department of Education. Guidance in addressing communicable diseases also comes from the Center for Disease Control and Prevention and national organizations.
- Temporary exclusion of a student from school generally occurs for communicable diseases, including, but not limited to, the following conditions: COVID-19, conjunctivitis (pink eye), skin infections (impetigo), strep throat, chickenpox, scabies, head lice, and pertussis (whooping cough). Exclusion may occur immediately or at the end of the school day, depending on the disease, its communicability and the county and state policy. Readmission to school is based on condition and appropriate treatment.
- Any student excluded from school or experiencing flu-like symptoms and/or a fever of 100 degrees or greater while at home, must be free from symptoms and fever for at least 24 hours (or more if required by county or state authorities) without

the use of fever-reducing medication before returning to school.

- Schools may notify parents/guardians about school exposure to chickenpox, head lice, or other communicable diseases that pose a risk to students. The parent/guardian of a student for whom chickenpox presents a particular hazard should contact the school office. Students at risk include those with conditions affecting the immune system and those receiving certain drugs for the treatment of cancers or organ transplants. Information on the treatment and prevention of head lice is available from the school office.

Type 1 Diabetes Information Sheet

MPS will provide an information sheet regarding Type 1 Diabetes to the parent or guardian of incoming elementary grade students, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of Type 1 Diabetes.
2. A description of the risk factors and warning signs associated with Type 1 Diabetes.
3. A recommendation regarding those students displaying warning signs associated with Type 1 Diabetes that the parents or guardians of those students should immediately consult with the student's primary care provider to determine if immediate screening for Type 1 Diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a Type 1 diagnosis, parents or guardians should consult with the student's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

Type 1 Diabetes Information
<p><u>Description</u></p> <p>Type 1 diabetes usually develops in children and young adults but can occur at any age.</p> <ul style="list-style-type: none"> • According to the U.S. Centers for Disease Control and Prevention (CDC), cases of type 1 diabetes in youth increased nationally from 187,000 in 2018 to 244,000 in 2019, representing an increase of 25 per 10,000 youths to 35 per 10,000 youths, respectively. • The peak age of diagnosis of type 1 diabetes is 13-14 years, but diagnosis can also occur much earlier or later in life. <p>Type 1 diabetes affects insulin production.</p>

- As a normal function, the body turns the carbohydrates in food into glucose (blood sugar), the basic fuel for the body's cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood into the cells.
- In Type 1 diabetes, the body's pancreas stops making insulin, and blood glucose levels rise.
- Over time, glucose can reach dangerously high levels in the blood, which is called hyperglycemia.
- Untreated hyperglycemia can result in diabetic ketoacidosis (DKA), which is a life-threatening complication of diabetes.

Risk Factors Associated with Type 1 Diabetes

It is recommended that students displaying warning signs associated with Type 1 diabetes, which are described below, should be screened (tested) for the disease by their health care provider.

Risk Factors

Researchers do not completely understand why some people develop Type 1 diabetes and others do not; however, having a family history of Type 1 diabetes can increase the likelihood of developing Type 1 diabetes. Other factors may play a role in developing Type 1 diabetes, including environmental triggers such as viruses. Type 1 diabetes is not caused by diet or lifestyle choices.

Warning Signs and Symptoms Associated with Type 1 Diabetes and Diabetic Ketoacidosis

Warning signs and symptoms of Type 1 diabetes in children develop quickly, in a few weeks or months, and can be severe. If your child displays the warning signs below, contact your child's primary health care provider or pediatrician for a consultation to determine if screening your child for Type 1 diabetes is appropriate:

- Increased thirst
- Increased urination, including bed-wetting after toilet training
- Increased hunger, even after eating
- Unexplained weight loss
- Feeling very tired
- Blurred vision
- Very dry skin
- Slow healing of sores or cuts
- Moodiness, restlessness, irritability, or behavior changes

DKA is a complication of untreated Type 1 diabetes. DKA is a medical emergency. Symptoms include:

- Fruity breath

- Dry/flushed skin
- Nausea
- Vomiting
- Stomach pains
- Trouble breathing
- Confusion

Types of Diabetes Screening Tests That Are Available

- **Glycated hemoglobin (A1C) test.** A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- **Random (non-fasting) blood sugar test.** A blood sample is taken at a random time. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes.
- **Fasting blood sugar test.** A blood sample is taken after an overnight fast. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test.** A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 1 Diabetes Treatments

There are no known ways to prevent type 1 diabetes. Once Type 1 diabetes develops, medication is the only treatment. If your child is diagnosed with type 1 diabetes, their health care provider will be able to help develop a treatment plan. Your child's health care provider may refer your child to an endocrinologist, a doctor specializing in the endocrine system and its disorders, such as diabetes.

Contact your student's school nurse, school administrator, or health care provider if you have questions.

References

Centers for Disease Control and Prevention

<https://www.cdc.gov/diabetes/basics/type1.html>

KidsHealth.Org

<https://kidshealth.org/en/parents/type1.html?ref=search>

The Mayo Clinic

<https://www.mayoclinic.org/diseases-conditions/type-1-diabetes-in-children/symptoms-causes/syc-20355306>

National Library of Medicine (NLM) and National Institutes of Health's (NIH) MedLine

<https://medlineplus.gov/ency/article/000305.htm>

Type 2 Diabetes Information Sheet

MPS will provide an information sheet regarding Type 2 Diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

6. A description of Type 2 Diabetes.
7. A description of the risk factors and warning signs associated with Type 2 Diabetes.
8. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with Type 2 Diabetes should be screened for Type 2 Diabetes.
9. A description of treatments and prevention of methods of Type 2 Diabetes.
10. A description of the different types of diabetes screening tests available.

Type 2 Diabetes Information

Description

Type 2 diabetes is the most common form of diabetes in adults.

- Until a few years ago, type 2 diabetes was rare in children, but it is becoming more common, especially for overweight teens.
- According to the U.S. Centers for Disease Control and Prevention (CDC), one in three American children born after 2000 will develop type 2 diabetes in his or her lifetime.

Type 2 diabetes affects the way the body is able to use sugar (glucose) for energy.

- The body turns the carbohydrates in food into glucose, the basic fuel for the body's cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood to the cells.
- In type 2 diabetes, the body's cells resist the effects of insulin, and blood glucose levels rise.
- Over time, glucose reaches dangerously high levels in the blood, which is called hyperglycemia.
- Hyperglycemia can lead to health problems like heart disease, blindness, and kidney failure.

Risk Factors Associated with Type 2 Diabetes

It is recommended that students displaying or possibly experiencing the risk factors and warning signs associated with type 2 diabetes be screened (tested) for the disease.

Risk Factors

Researchers do not completely understand why some people develop type 2 diabetes and others do not;

however, the following risk factors are associated with an increased risk of type 2 diabetes in children:

- **Being overweight.** The single greatest risk factor for type 2 diabetes in children is excess weight. In the U.S., almost one out of every five children is overweight. The chances are more than double that an overweight child will develop diabetes.
- **Family history of diabetes.** Many affected children and youth have at least one parent with diabetes or have a significant family history of the disease.
- **Inactivity.** Being inactive further reduces the body's ability to respond to insulin.
- **Specific racial/ethnic groups.** Native Americans, African Americans, Hispanics/Latinos, or Asian/Pacific Islanders are more prone than other ethnic groups to develop type 2 diabetes.
- **Puberty.** Young people in puberty are more likely to develop type 2 diabetes than younger children, probably because of normal rises in hormone levels that can cause insulin resistance during this stage of rapid growth and physical development.

Warning Signs and Symptoms Associated with Type 2 Diabetes

Warning signs and symptoms of type 2 diabetes in children develop slowly, and initially there may be no symptoms. However, not everyone with insulin resistance or type 2 diabetes develops these warning signs, and not everyone who has these symptoms necessarily has type 2 diabetes.

- Increased hunger, even after eating
- Unexplained weight loss
- Increased thirst, dry mouth, and frequent urination
- Feeling very tired
- Blurred vision
- Slow healing of sores or cuts
- Dark velvety or ridged patches of skin, especially on the back of the neck or under the arms
- Irregular periods, no periods, and/or excess facial and body hair growth in girls
- High blood pressure or abnormal blood fats levels

Type 2 Diabetes Prevention Methods and Treatments

Healthy lifestyle choices can help prevent and treat type 2 diabetes. Even with a family history of diabetes, eating healthy foods in the correct amounts and exercising regularly can help children achieve or maintain a normal weight and normal blood glucose levels.

- **Eat healthy foods.** Make wise food choices. Eat foods low in fat and calories.
- **Get more physical activity.** Increase physical activity to at least 60 minutes every day.
- **Take medication.** If diet and exercise are not enough to control the disease, it may be necessary to treat type 2 diabetes with medication.

The first step in treating type 2 diabetes is to visit a doctor. A doctor can determine if a child is overweight based on the child's age, weight, and height. A doctor can also request tests of a child's blood glucose to see if the child has diabetes or pre-diabetes (a condition which may lead to type 2 diabetes).

Types of Diabetes Screening Tests That Are Available

- **Glycated hemoglobin (A1C) test.** A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- **Random (non-fasting) blood sugar test.** A blood sample is taken at a random time. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes. This test must be confirmed with a fasting blood glucose test.
- **Fasting blood sugar test.** A blood sample is taken after an overnight fast. A fasting blood sugar level less than 100 mg/dL is normal. A level of 100 to 125 mg/dL is considered pre-diabetes. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test.** A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 2 diabetes in children is a preventable/treatable disease and the guidance provided in this information sheet is intended to raise awareness about this disease. Contact your student's school nurse, school administrator, or health care provider if you have questions.

References

American Diabetes Association Clinical Journal

<http://clinical.diabetesjournals.org/content/23/4/181.full>

Helping Children with Diabetes Succeed: A Guide for School Personnel

http://www.ndep.nih.gov/media/Youth_NDEPSchoolGuide.pdf

KidsHealth.Org

<http://kidshealth.org/parent/medical/endocrine/type2.html>

The Mayo Clinic

<http://www.mayoclinic.com/health/type-2-diabetes-in-children/DS00946>

National Library of Medicine (NLM) and National Institutes of Health's (NIH) MedLine

<http://www.nlm.nih.gov/medlineplus/ency/article/000313.htm>

US Centers for Disease Control and Prevention

<http://www.cdc.gov/diabetes/projects/cda2.htm>

Cancer Prevention Act

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth-grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

Immunizations

Immunizations: EC 49403, 48216; HSC 120325, 120335, 120365, 120370, 120375

Students must be immunized against certain communicable diseases before they can attend school unless they provide a valid exemption. Students are prohibited from attending school unless immunization requirements are met for age and grade. The school shall cooperate with local health officials in measures necessary for the prevention and control of communicable diseases in school age children. The school may use any funds, property, or personnel and may permit any person licensed as a physician or registered nurse to administer an immunizing agent to any student whose parents have consented in writing.

Beginning January 1, 2016, parents of students in any school, will no longer be allowed to submit a personal beliefs exemption to a currently required vaccine. A personal beliefs exemption on file at school prior to January 1, 2016 will continue to be valid until the student enters the next grade span at kindergarten (including transitional kindergarten) or 7th grade.

Students are not required to have immunizations if they attend a home-based private school or an independent study program and do not receive classroom-based instruction. However, parents must continue to provide immunizations records for these students to their schools. The immunization requirements do not prohibit students from accessing special education and related services required by their individualized education programs.

A student not fully immunized may be temporarily excluded from MPS when that child has been exposed to a specified disease and whose documentary proof of immunization status does not show proof of

immunization against one of the communicable diseases described above.

State law requires the following immunizations before a child may attend MPS:

(a) All new students, in transitional kindergarten through grade 12, to MPS must provide documentary proof of receiving the legally required number of doses of polio, diphtheria, pertussis, tetanus, measles, mumps, and rubella, hepatitis B and varicella immunizations.

(b) All students entering seventh grade must also provide proof of an additional dose of tetanus, reduced diphtheria, and acellular pertussis, and two doses of varicella.

Please contact the school office for information on the availability of free- or low-cost immunizations in your neighborhood.

Information about a medical exemption from immunizations for your student is available at CAIR ME. For more information on medical exemptions, please visit the following website:

<https://cair.cdph.ca.gov/exemptions/home>.

A complete copy of the “MPS Immunization Policy” is available for review at the main office.

Administration of Medications

Medication Regimen – EC 49423, 49480

The parent or legal guardian of any pupil required to take medication during the school day must inform the school nurse or **office manager**.

Any pupil who is required to take, during the regular school day, medication prescribed by a physician may be assisted by designated school personnel if MPS receives both 1) a written statement of instructions from the physician detailing the method, amount and time schedules by which such medication is to be taken, and 2) written parent consent requesting school personnel to assist the pupil with prescribed medication as set forth in the physician statement. Students may carry and self-administer auto-injectable epinephrine or inhaled asthma medication if the school district receives both a written statement of instructions from the physician detailing the method, amount and time schedules by which such medication is to be taken and confirming that the pupil is able to self-administer auto-injectable epinephrine or inhaled asthma medicine and a written statement from the parent or guardian consenting to the student self-administration, containing a release for the school nurse or other designated school personnel to consult with the health care provider of the pupil regarding any questions that may arise with regard to the medication, and releasing MPS and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication. A pupil may be subject to disciplinary action if that pupil uses auto-injectable epinephrine or inhaled asthma medicine in a

manner other than as prescribed. All requests are to be approved by designated school personnel prior to use.

- A “**Request for Medication to be Taken During School Hours**” must accompany all medication, containing instructions for administration, including exact times and dosages. The “Request for Medication to be Taken During School Hours” will be filed in the student’s folder. This form can be obtained from the school office. This form shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for the administration changes. For a copy of this form, please contact the school office.
- All medications are to be delivered to the school office in their original containers, with the name of the student, medication, dosage, and frequency of administration clearly marked. Extra medication should be picked up by the parent/guardian at the completion of the medication regimen or end of the school year, whichever is earlier. The school is not liable for any medication not picked up after the end of the school year.
- MPS staff shall keep records of medication administered at MPS.
- Medication will be kept in a secure and appropriate storage location at each MPS school and administered per physician’s instructions by appropriately designated staff.
- Administration will consult with the parent/guardian and student’s medical professionals to establish a written plan for Students with chronic health issues or conditions that require specific medication regimens or health plans, such as diabetes, asthma, etc.
- Any pupil requiring insulin shots must establish a plan for administration of insulin shots with the Principal in consultation with the parent or guardian and the pupil’s medical professional.

A complete copy of the “**MPS Administration of Medications Policy**” is available for review at the main office and on the school website.

Oral Health Assessment – EC 49452.8

Oral Health Assessment – EC 49452.8

Record of a dental assessment done by a dental professional is required for all kindergarteners and first graders attending public school for the first time. Dental assessments must be completed in the 12 months prior to entry or by May 31st of the pupil’s first school year. Please contact the school office if you have questions about this requirement.

Physical Examination and Right to Refuse

Physical Examination – EC 49451; 20 USC 1232h

MPS shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. MPS shall maintain student immunization, health examination, and health screening records on file.

A parent or guardian may file annually with the school principal a written statement, signed by the parent or legal guardian, withholding consent to a physical examination of the pupil. However, whenever there is good reason to believe that the pupil is suffering from a recognized contagious or infectious disease, the pupil shall be sent home and shall not be permitted to return until school authorities are satisfied that the contagious or infectious disease no longer exists.

Sunscreen and Sun-protective Clothing

Sunscreen and Sun-protective Clothing – EC 35183.5

Pupils may wear sun-protective clothing while outdoors and may use sunscreen during the school day without a physician’s note or prescription.

Student Wellness

Wellness Policy

MPS is committed to the optimal development of every student. MPS believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture’s (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism, and better performance on cognitive tasks. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education, and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

The School Wellness Policy outlines MPS' approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions.

You may obtain a copy of the "MPS School Wellness Policy" at the school office or on the school's website.

Free School Meals

Free School Meals – EC 49501.5

MPS shall provide two school meals free of charge during each schoolday to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period (breakfast and lunch) and with adequate time to eat. The meals provided under this paragraph shall be nutritiously adequate meals that qualify for federal reimbursement.

Earned Income Tax Credit

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance for Needy Families payments. Even if a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations

and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Or fax:

(833) 256-1665 or (202) 690-7442

Or email:

Program.Intake@usda.gov

Charter School is an equal opportunity provider.

Water Bottles and Water Filling Stations

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter school shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

Sexual Health Education

California Healthy Youth Act – EC 51930-51939

MPS offers comprehensive sexual health education to its students in grades 7-12. MPS provides pupils with integrated, comprehensive, accurate, and unbiased sexual

health and HIV prevention education at least once in middle school and once in high school. It is intended to ensure that pupils in grades 7-12 are provided with the knowledge and skills necessary to: 1) protect their sexual and reproductive health from HIV, other sexually transmitted infections, and unintended pregnancy; 2) develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; and 3) have healthy, positive, and safe relationships and behaviors. It also promotes understanding of sexuality as a normal part of human development.

Parents or legal guardians have the right to:

1. Inspect the written and audiovisual educational materials used in comprehensive sexual health and HIV prevention education.
2. Request in writing that their child not receive comprehensive sexual health or HIV prevention education.
3. Request a copy of Education Codes 51930 through 51939, the California Healthy Youth Act.
4. Be informed whether the comprehensive sexual health or HIV prevention education will be taught by MPS personnel or outside consultants.
5. Receive notice by mail or another commonly used method of notification no fewer than 14 days before the instruction is delivered if arrangements for the instruction are made after the beginning of the school year.
6. When MPS chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV prevention education, be informed of: a) The date of the instruction, and b) The name of the organization or affiliation of each guest speaker.

MPS may administer to pupils in grades 7 through 12 anonymous, voluntary, and confidential research and evaluation tools to measure pupils' health behavior and risks, including tests, questionnaires, and surveys, containing age-appropriate questions about their attitudes or practices relating to sex. Parents or legal guardians will be notified in writing about the administration of, the right to review, and the right to excuse their child from any test, questionnaire, or survey.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if MPS has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Mental Health Services

Mental Health - EC 49428

In order to initiate access to available pupil mental health services, you may contact the Principal or designee. Our school will notify parents at least twice per year. This is one time through our Student/Parent Handbook Annual Notifications. We will also notify you again a second time each school year by the following means: ParentSquare message, newsletter, etc.

The following resources are available to your child:

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the Principal or designee to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the school office.

Available in the Community:

- Will be communicated by each MPS school.

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community-based mentorship program. Community-specific program information can be found online at

<https://www.bbbs.org> or by calling (813) 720-8778.

Suicide Prevention Policy

Suicide Prevention Policies – EC 215

Student suicide rates are of concern to all members of the school community. One child, ages 12 and older, dies by suicide every five days in California. Local Districts were required by California law to provide suicide prevention education, according to age-appropriate and sensitive local policies, for grades 7 to 12. Legislators have determined that training in mental health and coordination around improved services is extended to our elementary students. A shared goal by all staff educators is to keep a safe place to learn, free from harm to any of our students.

MPS recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, MPS has developed prevention strategies and intervention procedures.

“MPS Suicide Prevention Policy” is posted on the school website. You may also obtain a copy at the school office.

SAFETY & SECURITY

Technology Use

Acceptable Use of Technology

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. Magnolia Public Schools (“Charter School”) offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological resources provided by the school be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

Educational Purpose

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

“**Educational purpose**” means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

“**Inappropriate use**” means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Notice and Use

The Charter School shall notify students and parents/guardians about authorized uses of school computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School's technological resources, the student and the student's parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student's parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

Safety

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise

reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse, or negligence.

To reinforce these measures, the Principal or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using MPS computers, laptops, or tablets to access the internet or online services on an MPS campus and may have teacher aides, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child's use of MPS equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Principal or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Principal or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying. Students are expected to follow safe practices when using Charter School technology.

MPS advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state,

and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Principal or designee shall block access to such sites on Charter School computers with Internet access. The Principal or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of school computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

Acceptable Use Agreement

The Charter School believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
 - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
 - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.

2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse, or negligence. The student and parent/guardian agree not to hold the Charter School or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse, or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of MPS equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any MPS equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
 - a. Playing games or online gaming.
 - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
 - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
 - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
 - e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
 - f. Engaging in any activity that is harmful to other student(s), including the use of

- technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Conducting for-profit business.
 - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
 - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
 - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
 - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
5. **No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
 6. **Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
 7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
 8. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the MPS student discipline policy and applicable laws.
 9. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

MPS promotes the use of networked computer technology in its instructional program in order to facilitate learning and teaching. Towards this end, students may be provided with a "device" (computer, laptop / iPad / Chromebook, etc.) for educational activities at school and home. MPS will make every effort to ensure that the MPS technology services are used responsibly by students. Students are expected to act in a responsible, ethical and legal manner in accordance with this Agreement, accepted rules of network etiquette, and Federal and State law. Following are some safekeeping instructions for MPS-provided devices. As applicable, students shall:

- Bring their MPS device to school every day, fully charged;
- Never leave the MPS device unattended;
- Never loan the MPS device to other individuals;
- Know where the MPS device is at all times;
- Store the MPS device in the bag/case if provided by MPS; otherwise students are encouraged to purchase protective covers/cases for their devices;
- Store and use the device in a safe location and environment to avoid loss or damage to the device;
- Not remove the Asset Tag or other school property identifiers;
- Charge the MPS device's battery daily;
- Keep food and beverages away from the MPS device;
- Only use a soft cloth or approved screen cleaning solution to clean the screen of the device;
- Not disassemble any part of the MPS device or attempt any repairs;
- Not place decorations (such as stickers, markers, etc.) on the MPS device;
- Understand that the MPS device is subject to inspection at any time without notice and remains the property of MPS;
- Notify MPS by the next school day in the event of loss or damage to the device;
- File a police report in case of theft, vandalism, and other acts covered by MPS' insurance;
- Return the device to MPS when requested by the Technology Department for maintenance and upgrades;
- Return the MPS device and accessories upon demand, upon termination of enrollment and/or at the expiration of the school year in good working condition;
- Be aware that they may be held accountable for damage to a laptop resulting from "user abuse." Examples of "user abuse" include, but are not limited to, the following: leaving cables plugged

in when storing the device in the carrying case which can cause broken connectors or ports; using the carrying case/sleeve for carrying textbooks, etc.; eating or drinking while using the device, resulting in damage to the device; storing the device for prolonged periods while in “stand by” or “sleep” mode (overheating can occur).

Disclaimer

Electronic information available to students does not imply endorsement of the content by MPS, nor can MPS guarantee the accuracy of information obtained on the Internet.

MPS makes no warranties of any kind, whether expressed or implied, with respect to the information technology services it provides. MPS will not be responsible for damages resulting from the use of MPS device and MPS information technology services, including, but not limited to, loss of data resulting from delays, non-deliveries, missed deliveries, service interruptions.

MPS shall not be responsible for any charges or fees resulting from access to the internet or internet resources which are not authorized in writing by MPS.

Signatures

After reading the “**Acceptable Use of Technology**” policy and this Acceptable Use Agreement, please note that your signature on the form at the end of this Handbook indicates that you agree to the terms and conditions provided here. Please note, the signature of both the parent/guardian and student are mandatory before access may be granted to the technologies available at MPS. This document, which incorporates the Technology Policy and Acceptable Use Agreement, reflects the entire agreement and understanding of all parties. MPS encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Camera Surveillance on School Property

Camera Surveillance on School Property – PC 647(j)

Surveillance cameras will be utilized only in public areas where there is no “reasonable expectation of privacy.” Public areas may include school buses; building entrances; hallways; parking lots; front offices where students, employees, and parents come and go; gymnasiums during public activities; cafeterias; and supply rooms. However, it is not possible for surveillance cameras to cover all public areas of School buildings or all School activities. School surveillance cameras will not be installed in “private” areas such as restrooms, locker rooms, changing areas, private offices (unless consent by the office owner is given), or classrooms.

Use of Security Cameras at MPS

The Board of Directors (“Board”) of Magnolia Public Schools (“MPS” or the “School”) recognizes the value in protecting the health, safety, and welfare of students and staff, and in protecting the community’s investment in School owned or leased property and facilities. Upon

carefully weighing the privacy rights of students and staff against MPS’ duty to provide a safe, secure, and orderly learning and work environment, the Board has resolved to authorize the limited use of security cameras at MPS schools, in school buildings, and upon school grounds pursuant to the following restrictions:

Security Monitoring System

1. “Security Monitoring System” refers to the School’s network of security cameras, equipment, and recorded footage.
2. Security cameras may be installed in any public area within a School building and/or upon School grounds where people have no reasonable expectation of privacy including, but not limited to, in classrooms, hallways, cafeterias, libraries, computer labs, parking lots, auditoriums, break rooms, weight rooms, and gymnasiums.
3. Security cameras may not be installed in any area in which individuals possess a reasonable expectation of privacy, such as in restrooms, locker rooms, or private offices.
4. The precise location of security cameras shall be determined by MPS or by the School-site principal with the approval of the Chief Executive Officer (“CEO”). Input from staff members may be sought to determine the most beneficial locations for security cameras. A diagram showing the wiring of the local server for the security monitoring system at the school site shall be shared with the Board prior to the installation of the security monitoring system.
5. Under no circumstances shall MPS’ security cameras record, or be equipped to record, audio data. Further, MPS’ security cameras are not intended, and shall not be used, for viewing of live footage. Instead, security camera footage shall be recorded to a digital file. Authorized personnel may view security camera footage by accessing the pre-recorded footage saved to a digital file.
6. Security camera footage may be used as evidence in a staff or student disciplinary matter and/or to provide evidence of any unlawful activity in and around School grounds.
7. Absent a reported incident, security camera footage will be erased after thirty (30) days.
8. Under no circumstances will employees make unauthorized copies or duplicates of security camera footage.
9. Any violation of this policy may result in student discipline in accordance with the Student/Parent Handbook, or employee discipline, up to and including termination, in accordance with the Employee Handbook.
10. MPS shall notify educational partners of the use of security cameras on campus in accordance with

the law and the requirements outlined in this policy.

Treatment of Recordings

Authorized Personnel

“Security Monitoring System” refers to the School’s network of security cameras, equipment, and recorded footage.

Only authorized MPS employees may access or operate the security camera system. The footage will only be reviewed by authorized employees if a safety or security incident or suspected incident or situation arises and a review of the footage is appropriate. Absent a qualifying safety or security related incident or suspected incident, the security camera footage shall not be reviewed, unless express permission to review the footage is given by the CEO or the Board President. In cases of a malfunction to the security monitoring system, the footage may be accessed to determine functionality.

Security camera footage may only be viewed in the presence of two (2) authorized persons, which shall include the Principal of the School-site and a second person authorized by the CEO. Alternately, the two (2) authorized persons may be configured as the Board President and a second person authorized by the Board President. Both authorized persons must be physically present with two (2) different unique access keys to access the footage.

Any other parties wishing to view the security camera footage shall first obtain the written consent of the CEO, and must meet the requirements of this policy, unless otherwise required by the law, or a court of competent jurisdiction.

Data Storage

Security camera footage shall be stored in a secure location and shall only be accessed by authorized personnel. Security camera footage shall be password protected/encrypted under the direction and support of the MPS IT Director. Additionally, such footage will be stored on a local wired server which will not be connected to an outside server.

Footage of incidents captured by security cameras located on school property may constitute a part of a student’s educational record, subject to relevant Board policies and administrative regulations, including applicable record retention policies. Upon the report of an incident or possible incident, only those persons with a legitimate educational purpose shall be permitted to view the recordings, and these requests must be made in writing and approved by the CEO prior to the footage being viewed by such parties. In most instances, the persons with a legitimate purpose will be the CEO, School-site principal, authorized administrative staff, and authorized MPS area education agency staff members.

Record Keeping

The Principal shall keep a written log of all persons who review the security camera footage at their School-site, including the date and time stamps of the footage under review, the name of the individuals viewing the footage, the date and time the footage was viewed, and the purpose for which the footage was viewed. If the content of the recording

becomes the subject of a student or employee disciplinary proceeding, it may be treated like other evidence in that proceeding.

Security camera footage will be stored for thirty (30) days, unless the Principal, CEO, Board President, or other state or federal agency requests that specific footage be preserved for a longer period, in which case the applicable footage will be saved and protected with the same degree of security that other security camera footage is protected. No unauthorized copies of footage or duplicates may be made.

Parents/Guardians may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the Parent/Guardian pursuant to the School’s Family Educational Rights and Privacy Act (“FERPA”) Policy. Any such request shall be processed pursuant to the School’s FERPA Policy and in accordance with any other applicable law. If a Parent/Guardian’s request is granted, the faces of other students shown in the recording, who are not children of the requesting parent, will be removed and/or blurred out in order to protect their identities.

In the event footage is used in an employee disciplinary matter, the employee may be given access to the relevant footage at or before the time of discipline. This does not create a right of employees to access or review any other security camera footage.

Under no circumstances will the MPS’ security camera footage be duplicated and removed from MPS property except in accordance with this policy, a court order, and/or a valid subpoena.

Notification

MPS shall post security camera signage at all campus and facility entrances disclosing the use of security camera equipment on the premises. Additionally, MPS Home Office shall provide the following annual written notice to students and parents at the affected school-sites:

Dear Students and Parents:

This letter from Magnolia Public Schools (“MPS”) is to inform you of the decision by the MPS Board of Directors to authorize the use of security cameras in public areas of your campus, including in and around School buildings and on School property, including inside School classrooms. The purpose of this program is to promote and maintain a safe, secure, and healthy environment for all students and staff. Private areas of campus, such as restrooms and locker rooms, will not be subject to security camera recording. Additionally, MPS will post signage indicating the areas of campus where security cameras are in use.

This notice hereby notifies students and parents that the video recordings will only be retained if necessary for use in a student disciplinary proceeding or other matters, to the extent permitted by law and as determined necessary by

the MPS administration. Further, this notice hereby notifies Students and parents that the content of video recordings may be used in a student's disciplinary proceeding and may be referred to local law enforcement, as appropriate. The content of the video recordings may be a confidential student record and, if so, will be retained with other student records and will be subject to the Family Educational Rights and Privacy Act ("FERPA") requirements.

Parents/Guardians may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the Parent/Guardian pursuant to the School's FERPA Policy. Any such request shall be processed pursuant to the School's FERPA Policy and in accordance with any other applicable law. If a Parent/Guardian's request is granted, the faces of other students shown in the recording, who are not children of the requesting parent, will be removed and/or blurred out in order to protect their identities.

Security cameras will not be used to record audio, and footage will be kept private and destroyed after thirty (30) days, unless the preservation of the footage is otherwise needed as discussed above.

Tampering

Students and employees are prohibited from tampering with the MPS' security cameras, systems, and/or footage. "Tampering" includes any unauthorized use, access, or physical damage to the system caused by the student or employee. Students found in violation of this policy will be disciplined in accordance with MPS policies. Any employee found to have tampered with MPS security monitoring system may be disciplined, up to and including termination, and they may also be liable for any damage to the system.

Electronic Listening or Recording Device

Electronic Listening or Recording Device – EC 51512

The use by any person, including a pupil, of any electronic listening or recording device in any classroom without the prior consent of the teacher and the principal is prohibited as it disrupts and impairs the teaching process and discipline in the schools. Any person, other than the pupil, willfully in violation shall be guilty of a misdemeanor. Any pupil in violation shall be subject to appropriate disciplinary action.

Electronic Signaling Devices

Electronic Signaling Devices – EC 48901.5

The use by any person, including a pupil, of any electronic signaling device in any classroom without the prior consent of the teacher and the principal is prohibited as it disrupts and impairs the teaching process and

discipline in the schools. The only allowable use would be acceptable if it is determined by a licensed physician that the pupil must use for the health and safety of a pupil. Any pupil in violation shall be subject to appropriate disciplinary action.

Smartphone use may be prohibited by MPS while a student is at a school site and under supervision and control of staff. There are health and special education limits or usage that may differ from the general student population but must be in writing and kept on file in student records for confidential record keeping and reasons.

EC 48901.7

- (a) The governing body of a school district, a county office of education, or a charter school may adopt a policy to limit or prohibit the use by its pupils of smartphones while the pupils are at a school site or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school.
- (b) Notwithstanding subdivision (a), a pupil shall not be prohibited from possessing or using a smartphone under any of the following circumstances:
 - (1) In the case of an emergency, or in response to a perceived threat of danger.
 - (2) When a teacher or administrator of the school district, county office of education, or charter school grants permission to a pupil to possess or use a smartphone, subject to any reasonable limitation imposed by that teacher or administrator.
 - (3) When a licensed physician and surgeon determines that the possession or use of a smartphone is necessary for the health or well-being of the pupil.
 - (4) When the possession or use of a smartphone is required in a pupil's individualized education program.

Electronic Devices and Phone Use

MPS policy regarding possession of cellular phones, any personal electronic devices, iPods, MP3 players, cameras, video cameras, laptops, and recording devices is as follows:

- From the moment a student arrives on campus to the time that the student leaves the campus, the power of the electronic device must be turned off and all devices are to be out of sight, secure with the student's belongings in a backpack or purse. The duration of the non-permitted use includes before school on school grounds, instructional time, passing periods, lunch time, and tutoring. At no time, shall the educational program or school activity be interrupted.
- Students are allowed to use cellular phones only in the designated area after school. Phones should

not be used during after school programs, such as tutoring.

- Students should not use or have cellular phones turned on during school hours unless a teacher or administrator of the school grants permission.
- Remember that any personal electronic devices seen during class time will be confiscated and returned to the student's parents/guardians accompanied by the student at the end of the school day.
- The school is not liable if such devices are damaged, lost or stolen. The use of these devices or their ringing/vibrating during school time will be considered a disruption of school activities and subject to disciplinary action which will include confiscation and discipline entry.
- All confiscated devices will be returned to the parent/guardian accompanied by the student at the end of the school day.
- Remember that no personal electronic devices may be visible or used on the campus grounds. CD players, IPOD, MP3 players, phones, PDA, PSP, laptops, smart watches, electronic games, and/or similar devices are not allowed to be used at school. They disrupt classes and distract others from learning. If you choose to bring them for use outside of school, it is at your own discretion. MPS assumes no liability for any damaged, destroyed, lost, stolen, misplaced or otherwise compromised electronic device brought onto MPS property.

Contacting Your Child During School Hours

- Parents/Guardians should not contact their child's cellular phone during school hours absent emergency; students are required to turn off all electronic devices, including cellular phones, and put them away and out of sight.
- Parents/Guardians should only contact the school office if they must leave a message for their child in case of an emergency. Students will not be disrupted during school hours for non-emergency reasons. In case of an emergency, the message will be given to the student by office staff. In case of emergency, students may go to the office with a hall pass from a teacher. Please note: The office phone is for emergency calls only.

A complete copy of the **"Electronic Devices/Cell Phone Use Policy"** is available for review in the school office or on the school website.

Internet Safety

Internet Safety Policy for Students

MPS prides itself on providing a safe learning environment for its students. An emerging national concern is the inappropriate use of the Internet by students. This problem has the potential to be harmful, and we ask your support in assisting us with this challenge.

Across the nation, schools have seen an increase in negative student behavior as a result of messages written using electronic technology, posted to popular social networking Web sites. Many sites contain instant messaging components that allow students to chat with other students and to post statements that ordinarily would not be said in a face-to-face conversation.

The popularity of these Web sites seems to be growing. FaceBook.com, for example, is said to have millions of members and has become one of the most popular "message exchange" sites among students nationwide.

Unfortunately, some of these Web sites are being used by child predators, "cyber bullies," and con artists. To our knowledge, there are no adults officially responsible for monitoring the content on such Web sites, and some students use the sites to participate in online bullying or to threaten harm to other students. The so-called "cyber bullies," mostly children between the ages of 9 and 14, use the anonymity of the Web to hurt others without witnessing the consequences. Students who are bullied online sometimes do not report these occurrences for fear that they will be barred from using the Internet.

Outside of our schools, there have been instances of adults posing as youths and gaining access to student chat rooms. In some cases, these contacts have led to tragedy. Some unsuspecting students post enough personal information that predators are able to locate students' home or school addresses, thereby becoming easy targets for predators.

MPS has blocked the use of these social networking Web sites from our school computers. We will continue to block objectionable material as we deem appropriate.

Parents should be aware of what their children are writing on the Internet and what others are posting in reply. These Web sites are public domain, and anything posted there can be seen by anyone who has Internet access. Although most of what is written is not immoral, offensive, or illegal, some of it is. If you choose to do so, you may investigate this site by personally logging on to the site. The services are free, and users may register using an e-mail address. Once you have registered, you can search by name and e-mail address to see if your child is registered. You can narrow the search results by entering the name of your city. You will be able to view the kinds of personal information, messages, diaries, and photographs that students post to this Web site.

Helpful Tips and Resources

We encourage you to talk with your son or daughter about the potential danger of the Internet. Ask if they have an account with Facebook, Instagram, Snapchat, or similar Web sites. If your child is using such a site with your permission, you may want to review his or her profile to ensure that no personal and identifiable information has been posted.

We also encourage you to establish rules and guidelines to ensure the safety of your child while on the Internet. Some Web sites offer parental or family guidance for

Internet safety; for example, SafeKids.com, located online at <http://www.safekids.com>, and Web Wise Kids, located online at <http://www.webwisekids.org>, by telephone at 866-WEB-WISE, or by e-mail at webwisekids2@aol.com.

MPS will continue to provide Internet security within our schools. It is important that parents also monitor Internet use at home.

Thank you for your support and cooperation in keeping our students safe. If you have questions or would like more information, please feel free to contact the school office.

A complete copy of the “**Internet Safety Policy**” is available for review in the front office and on the school website.

StudentSquare

StudentSquare is a communication and organization tool MPS uses to keep students informed and involved in their classes and extracurricular activities. It provides all school, classroom, and group communication in one place; notifications via app, text, and/or email; and the ability to send direct messages to teachers or staff. StudentSquare is a student communication companion to ParentSquare. Each middle school and high school student automatically have an account in StudentSquare based on their school email address. Students receive messages via email, but there are other ways to get StudentSquare messages: students can add their cell phone number to receive text messages, or they can download the StudentSquare app (iOS and Android) and receive notifications.

Students are provided access to StudentSquare primarily for educational purposes and shall not use it for personal activities or for activities that violate Charter School policy or local law. Students will follow the “Acceptable Use of Technology” policy and the Acceptable Use Agreement. The signature of both the parent/guardian and student are mandatory before access may be granted to the technologies available at MPS. Please note that your signature on the form at the end of this Handbook indicates that you agree to the terms and conditions provided here.

Safety & Emergency Preparedness

Asbestos Management Plan

Asbestos Management Plan – 40 CFR 763.93

MPS maintains and annually updates its management plan for asbestos-containing material in school buildings. For a copy of the asbestos management plan, please contact MPS.

Pesticide Products

Pesticide Products – EC 17612 and 48980.3

To obtain a copy of all pesticide products and expected use at the school facility during the year, and to receive notification of individual pesticide applications at the school at least 72 hours before the application, please contact the school office. The notice will identify the active ingredient(s) in each pesticide product, the intended date of application an Internet address on pesticide use and reduction, and the Internet address where the school site integrated pest management plan may be found if the school site has posted the plan.

A pesticide notification request letter is included at the end of this Handbook and copies are also available in the school office.

Civility on School Grounds

Civility on School Grounds – CC 1708.9; EC 32210

Any person who willfully disturbs any public school or any public school meeting is guilty of a misdemeanor, and shall be punished by a fine of not more than five hundred dollars (\$500).

It is unlawful for any person, except a parent/guardian acting toward his/her minor child, to intentionally or to attempt to injure, intimidate, interfere by force, threat of force, physical obstruction, or nonviolent physical obstruction with any person attempting to enter or exit any public or private school grounds.

Disaster Preparedness Educational Materials

Disaster Preparedness Educational Materials – EC 32282.5

Natural and human-caused disasters affect everyone which is why it is important to be prepared at home, at school, at work, and in the community. Parents and guardians are encouraged to review the safety educational materials provided on the California Department of Education Web page at: <http://www.cde.ca.gov/ls/ss/cp/pupilsafetyeducmat.asp>.

The materials are available in multiple languages and can be used to help families prepare for different types of emergencies and crisis.

Gun-Free School Zone Act

Gun-Free School Zone Act – PC 626.9, 30310

California prohibits any person from possessing a firearm on, or within 1,000 feet from, the grounds of a public or private school, unless it is with the written permission of the principal. This does not apply to law enforcement officers, any active or honorably retired peace officers, members of the military forces of California or the United States, or armored vehicle guards engaged in the performance of, or acting in the scope of, their duties. A

person may also be in possession of a firearm on school grounds if the firearm is unloaded and in a locked container or within the locked trunk of a motor vehicle. A violation of this law is punishable by imprisonment in a county jail for up to six months, a fine of up to \$1,000, or both imprisonment and fine.

Firearms Safety

Firearms Safety – EC 49392

The purpose of this memorandum is to inform and to remind parents and legal guardians of all students at MPS of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this memorandum spells out California law regarding the storage of firearms. Please take some time to review this memorandum and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others. (See California Penal Code sections 25100 through 25125 and 25200 through 25220.)
 - **Note:** The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to

secure the firearm against access by the child, even where a minor **never** actually accesses the firearm. (See California Penal Code section 25100(c).)

- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years. (See California Civil Code Section 29805.)
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward. (See California Civil Code Section 1714.3.)

Note: Your county or city may have additional restrictions regarding the safe storage of firearms.

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

Off-Campus Lunch Policy

Off-campus Lunch – EC 44808.5

MPS permits the high school students enrolled at MPS to leave the school grounds during the lunch period.

Neither MPS nor any officer or employee thereof shall be liable for the conduct nor the safety of any pupil during such time as the pupil has left the school grounds during the lunch period.

If a student reaches a total number of ten (10) unexcused absences or unexcused tardies over thirty (30) minutes within a school year or if a student has three (3) unexcused absences or unexcused tardies after leaving the school grounds for lunch and before reporting back to school, this privilege will be taken away from the student for the remainder of the school year.

Each individual MPS school may include site-specific amendments into the off-campus policy addressing local issues. This includes removing the off-campus lunch permission or limiting it to specific grade levels as well as implementing additional eligibility criteria as long as the principle of equity is observed.

School Safety Plan

School Safety Plan – EC 32280 et seq.

Each MPS school site has a Comprehensive School Safety Plan, which includes a disaster preparedness plan and emergency procedures.

A copy of the complete Safety Plan can be located at the school office and on the school website.

Emergency Preparedness

MPS works diligently to make sure that students and staff are prepared for emergencies. The school has an emergency plan that provides guidance for the school staff in an emergency. The school conducts regular emergency drills that accommodate persons with disabilities and meet or exceed the state mandated requirements, such as:

- **Fire Drill** – Every elementary and middle school practices this procedure once a month; high schools practice once each semester.
- **Earthquake Exercise** – Once a year, all schools conduct a full-scale earthquake exercise as part of the Great California Shake-Out. The drills are scheduled in the fall and all the elements of the school’s disaster plan are practiced.
- **Drop, Cover, and Hold On (Earthquake) Drill** – Every month, schools use this drill to remind students how to protect themselves during an earthquake.
- **Lockdown Drill** – At least once per semester, schools practice how they will respond to a threat of violence on or near the campus.
- **Shelter-in-Place Drill** – At least once per semester, schools practice how they will respond to an environmental hazard on or near the campus.
- **Take Cover Drill** – At least once per semester, students practice how they would respond to gunfire or an explosion in the neighborhood.

Parents are asked to make sure that their students actively participate and take emergency drills seriously. These drills help make public schools the safest place for students during an emergency. Each school also stocks emergency supplies to sustain students and staff. These supplies include water, food, first aid supplies, search and rescue equipment, and sanitation items. These supplies are checked regularly by school staff.

In the event of a disaster, the school may need to care for your child for several days if you are unable to reach the school. It is important to have adequate emergency medical supplies on hand. School sites request that parents bring a 72-hour supply of any prescription medications for their child to the school health office. Medications should be in a container with the pharmacy label listing the child’s name, the name and dosage of the medication, and instructions for administering the medication.

What Can Parents Do During an Emergency?

Parents should be familiar with the school’s emergency procedures and update contact information whenever it changes. Parents should keep their cell phone with them to receive messages on the emergency. Knowing where to go to pick-up your child will save time and reduce anxiety. Parents should remember that schools have emergency

procedures in place to protect all students and that schools will follow these procedures during an emergency.

Parents should also remember that children look to them for guidance and support during an emergency; parents who are calm and are prepared for emergencies can inspire children to do the same. This will go a long way to promote recovery and a return to normalcy. If you have questions about the school’s emergency procedures, you are encouraged to contact the school office.

Emergency Response

In the event of an emergency, parents should remember that public schools are among the safest buildings in the community. By law, California public schools are built to a higher standard than other public buildings, as required by the Field Act; therefore, schools will generally have less damage from an earthquake than residential or commercial buildings. Schools also have extensive fire/life safety systems that include fire alarms and sprinkler systems that are designed to protect students and staff.

In general, schools will respond to emergencies by moving students to the safest possible location. During fires or earthquakes, students will be moved out of the classrooms to a safe assembly area away from buildings, usually the school field or play yard. During a lockdown or shelter-in-place, students will be moved indoors to use the buildings as protection.

During an emergency, parents who want to pick-up their children may be asked to go to the Request Gate located on the school’s perimeter and show identification. This is a specific location that schools will use to release students. Please remember that students will only be released to a person whose name is listed on the student’s Emergency Information Form. Parents must make sure that the student’s Emergency Information Form is current and correct. Please notify your child’s school any time the emergency contact information changes.

During a threat of violence, students will be sheltered in a locked classroom away from anything that can hurt them. During an emergency when the campus must be protected, parents will not be able to pick-up their children until the school campus is declared to be safe by law enforcement. Parents need to understand that the students are being sheltered in a secure location for their safety and will be released only when it is safe.

Schoolbus and Transportation Safety Policy

Schoolbus Safety – EC 39831.5

- All students who are transported in a schoolbus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the main office. Transportation is only provided to eligible students in authorized programs.
- It is recommended that parents and children become familiar with the route to school by walking it

together. Obey marked crosswalks, stop signs, traffic signals and other traffic controls.

- Students who have a home pickup and delivery per their Individualized Education Program (IEP) must have a designated responsible adult present to receive them from the bus when returned from school.
- Prior to departure on a school activity trip, all pupils riding on a school bus or school activity bus shall receive safety instruction that includes, but is not limited to, location of emergency exits, and location and use of emergency equipment. Instruction also may include responsibilities of passengers seated next to an emergency exit.
- Students transported in a school bus or in a school pupil activity bus shall be under the authority of, and responsible directly to, the driver of the bus, and the driver shall be held responsible for the orderly conduct of the students while they are on the bus or being escorted across a street, highway or road. Students who ride school buses are expected to adhere to the same rules of conduct and behavior on the school bus as in school. Any student who engages in misconduct, disrupts school bus travel, disrespects the school bus driver or jeopardizes the safety of school bus rides is subject to disciplinary action, including suspension or expulsion.

A complete copy of the “MPS Transportation Safety Policy” is available for review in the main office.

Walking or Riding a Bicycle to School – VC 21212

No person under 18 years of age may operate a bicycle, non-motorized scooter, skateboard or wear in-line or roller skates, nor ride as a passenger upon a bicycle, non-motorized scooter, or skateboard upon a street, bikeway, or any other public bicycle path or trail unless that person is wearing a properly fitted and fastened bicycle helmet that meets specified standards.

Volunteer, Visitation, Shadowing, and Removal Policy

While MPS encourages parents/guardians and interested members of the community to visit MPS and view the educational program, MPS also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, MPS has established the following procedures to facilitate volunteering and visitations during regular school days:

Definitions

- A “*visitor*” is defined as any person seeking to

enter the school building who is not an employee of the Charter School or a student currently enrolled in that building. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

- A “*volunteer*” is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering Categories and Application Process

A. Certified Volunteers (“C-Volunteers”)

- a. Who are C-Volunteers: These are volunteers that would like to volunteer with MPS on an ongoing basis and may have unsupervised exposure or contact with students. Examples may include, but are not limited to, classroom volunteers, tutors, field-trip volunteers, etc.
- b. Application Process: C-Volunteers must provide MPS with the following documents:
 - Volunteer Application Form (signed)
 - Volunteer Commitment Form (signed)
 - Fingerprinting and Background Clearance* (if volunteering outside of the direct supervision of a credentialed employee)
 - Tuberculosis risk assessment or examination*
 - Valid photo I.D. (driver’s license, passport, military ID, US or other government identification)

B. Single Event Volunteers (“SE-Volunteers”)

- a. Who are SE-Volunteers: These are volunteers that would like to volunteer at MPS for a one (1) days special event or activity and have no unsupervised exposure or contact with students. Examples may include, but are not limited to, guest story reader, guest speaker, senior exhibition panel member, etc.
- b. Application Process: SE-Volunteers are not required to submit a volunteer application but must comply with the Volunteering Guidelines below and provide MPS with a valid photo I.D.

* Volunteers will be reimbursed for eligible live scan fingerprinting and TB screening fees.

Volunteering Guidelines

Parents or guardians who are interested in volunteering must adhere to the following guidelines:

1. Volunteers must arrange volunteering schedule with the classroom teacher and/or MPS Principal or designee, at least forty-eight (48) hours in advance. Volunteering in class may be limited to certain hours or specific assignments as determined by the classroom teacher(s) or MPS administration.
2. For all prospective volunteers (both C-Volunteers and SE-Volunteers), the MPS Principal or designee will review California Megan's Law online database at <http://www.meganslaw.ca.gov> to ensure that prospective volunteers are not registered sex offenders.

Prior to volunteering in the classroom or on campus, the volunteer should communicate with the teacher and/or MPS staff to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.
3. Information gained by volunteers regarding students (e.g., academic performance or behavior) is to be maintained in strict confidentiality and may not be shared with any individual except with the MPS Principal. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.
4. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
5. Volunteerism by parents is encouraged but not mandatory. All parents are encouraged – but not required – to contribute a minimum of 10 hours per year to the school. No child will be excluded from MPS or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged volunteer hours.
6. This Policy does not authorize MPS to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Visitation Guidelines

1. Visits during school hours should first be arranged with the teacher and MPS Principal or designee, at least three (3) school days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) school days in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the written approval of the classroom teacher and the MPS Principal or designee.
2. All visitors (including volunteers) shall register in the Visitor's Log Book and complete a Visitor's Permit in the main office immediately upon entering any school building or grounds when during regular school hours, including immigration enforcement officers. When registering, the visitor is required to provide his/her name, address, age (if under 21), his/her purpose for entering school grounds, and proof of identity. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys), the officer/official will also be asked to produce any documentation that authorizes school access. MPS shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by MPS. The MPS Governing Board and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.
3. For purposes of school safety and security, the MPS Principal or designee have designated that each visitor wear a visitor's pass/sticker as a visible means of identification for visitors while on school premises.
4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. MPS reserves the right to implement additional measures for the protection of its school community, such as requiring forehead

temperature checks before entry to the same extent being utilized for students and employees.

5. Except for unusual circumstances, approved in advance by the MPS Principal, MPS visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.
6. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and MPS Principal's advance written permission.
7. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
8. The MPS Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
9. The Principal may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school or disrupt the school or its pupils or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) days.
10. The MPS Principal or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt MPS' orderly operation. Consent will be reinstated whenever the MPS Principal has reason to believe that the person's presence will not constitute a disruption or substantial and material threat to MPS' orderly operation. Consent to be on campus can be withdrawn for up to fourteen (14) days.
11. The MPS Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the MPS Principal or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements, the visitor will be guilty of a misdemeanor.
12. Any visitor who is denied registration or has his/her registration revoked may request a conference with the MPS Principal. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to

which notice of conference is to be sent, and shall be delivered to the MPS Principal with fourteen (14) days of the denial or revocation of consent. The MPS Principal shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with the MPS Principal shall be held within seven (7) days after the MPS Principal receives the request. If no resolution can be agreed upon, the MPS Principal shall forward notice of the complaint to the MPS Board of Directors. The MPS Board of Directors shall address the Complaint at the next regular board meeting and make a final determination.

13. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the MPS Principal or designee is located, and what route to take to that office, and setting forth the penalties for violation of this policy.
14. The MPS Principal or designee may seek the assistance of the police in managing with or reporting any visitor in violation of this Policy.

“Certified Volunteer (C-Volunteer) Application Form” and **“Volunteer Commitment and Procedures”** are included at the end of this handbook and copies are also available in the school office.

Shadowing Guidelines

Shadowing gives parents and students an opportunity to observe instruction during an ordinary school day and can help open dialog between parents and students about school. Parents are welcome to shadow their children, that is, to follow them through their school day. In order to maximize the benefits of shadowing, we request that parents adhere to the following guidelines:

- Follow the above procedure for providing three (3) school days advance notice of your visit, signing in at the main office when arriving at MPS, and obtaining a visitor's pass/sticker. Notice of your visit and intent to shadow should be provided by completing the Shadow Request Form, below, and submitting it to MPS at least three (3) school days in advance of your visit.
- Shadowing is not a time for parent/teacher conferences. If you desire a conference, please make prior arrangements with your child's teachers.
- To preserve the academic environment, please do not take part in the lesson unless invited to do so by the teacher. Do not visit with your child or other students during class time. At no time may visiting parents address other students directly. Visitors are not allowed to record audio or video or take photos. Should you have any concerns, report them to the MPS administrators.
- Meet with MPS administration to debrief your visit.

“Shadow Request Form” is included at the end of this handbook and copies are also available in the school office.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, he/she will be guilty of a crime as specified which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, disruption by a parent, guardian or other person whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction by a fine of no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both the fine and imprisonment.
3. Disruptive conduct may lead to MPS’ pursuit of a restraining order against a visitor, which would prohibit him/her from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Student Conduct & Discipline

Dress Code/Uniforms

MPS has a uniform policy to help create a safe, orderly environment, instill discipline, and eliminate the competition and distractions caused by varied dress styles. Students are expected to arrive in a clean and neat uniform every day. This uniform policy will be enforced from the very first day of school. Students shall cooperate, display modesty and neatness, and take pride in the MPS uniform. We rely on both student and parent/guardian support in helping to maintain this uniform policy and follow it daily.

In addition to wearing the school uniform, MPS requires that students follow these additional guidelines in terms of uniform appearance and personal appearance. **If any aspect of the uniform, including clothes, shoes, jewelry, cosmetics, or any type of body adornment, is not explicitly listed as acceptable in this handbook, then that item is not permitted to be worn when the student is at school or representing the school.** If you have any questions, please check with administration.

If a student is unable to wear the school uniform to school due to extenuating circumstances, please communicate with the school administration.

A Free MPS Uniform Set

MPS will provide a safe, nurturing, and engaging learning environment for all our students and families. Academic and social-emotional support will be provided to address student

needs as well as instructional materials including a free uniform set.

MPS will make one uniform set of required MPS logo uniform pieces available to each student free of charge for the student’s use during the school year. If parents/guardians or students want to purchase additional MPS logo pieces, they may do so through the school’s uniform vendors.

Religious Head Coverings

Religious head coverings shall be permitted.

Free Dress & Theme Dress Days Code

Free Dress days are earned at the discretion of the administration. These days are granted at different times of the year for positive behavior and special occasions. Violation of this policy may result in loss of free dress privileges for the remainder of the school year.

- On free dress days, clothing must be in good taste and appropriate for school. Clothing should not be inappropriately tight, revealing, or transparent.
- The school’s dress code is strictly enforced during free dress days as well. All students must follow the same guidelines with the exception of not wearing their uniform.
- T-shirts are acceptable; however, printing on clothing must be suitable for school - no suggestive, vulgar, or profane language or images are permitted, as well as clothing that promotes alcohol, drugs, tobacco, or other controlled substances.
- Mini-skirts, skirts, and shorts should be no shorter than your longest finger when standing with your hands by your sides. Jeans may be worn during free dress days but cannot be inappropriately tight or baggy; no tattered jeans are allowed.
- Visible undergarments (including boxer shorts, bras, etc.) are not allowed.
- Midriffs, backless or side less shirts or dresses, halter tops, or tank tops with straps less than 1-inch strap in width are NOT allowed.
- Hats for sun protection must only be worn outside of the school building(s) and classrooms. Hats must be a solid color that aligns with the school uniform and is free of any logos, with the exception of the school logo. Acceptable colors include solid white, gray, black, or navy-blue.
- Gloves, bandanas, or sunglasses are not permitted to be worn in school, except for medical reasons. Head coverings worn for purposes of religious observance are permitted.
- Neatness and good grooming are required.

MPS STUDENT UNIFORM POLICY

BOTTOM	<ul style="list-style-type: none"> • Pants, shorts, skirts, skorts, or capris are acceptable. • Skirts, pants, shorts, skorts, or capris must be either khaki color, black or navy blue. <p><u>Belts (required for all variations of dress uniform)</u></p> <ul style="list-style-type: none"> • Smooth, straight edge, all black, all blue or all brown belts no wider than 1½ inches with a plain, unadorned buckle (no mesh, rope, or all metal). • The buckle may only have one catch. • Belt must be of correct waist size, so that there is minimal excess length (less than five inches). • Any excess length of belt must be tucked through a belt loop and may not hang down. 	<p><u>Pants/Skirts/Skorts/Shorts</u></p> <ul style="list-style-type: none"> • May not be baggy or inappropriately tight. May not be rolled at waist. Top of garment must be at or above hip bone. • Skorts/shorts should be no shorter than your longest finger when standing with your hands by your sides. • Skirts that are above the top of the kneecap should be worn with leggings/tights and must be no shorter than the longest fingertip. • Pants may not be made from legging or jegging material. • Pants must touch the top of the shoes when the student is standing, but not be long enough to bunch up around the ankle. Socks may not be worn over pants.
TOP	<ul style="list-style-type: none"> • White, gray, black or navy-blue polo or woven shirts must have the school logo. They may be either short or long sleeved. • Hoods may not be worn at school. • Top of garment must be at or above hipbone when student is standing up. 	<ul style="list-style-type: none"> • Rubber bands are not allowed on the bottom of pants or ankles. • No jean/denim style pants • No Cargo pants/shorts. • Must have a built-in pocket not a sewn-on pocket. <p><u>Undergarments</u></p> <p>All undergarments, including bras, boxer shorts, etc., should not be visible</p> <p><u>Other Guidelines</u></p> <ul style="list-style-type: none"> • Woven shirt or polo shirt must be tucked in neatly at the waist at all times. These shirts may not be inappropriately tight or baggy. • Undershirts must be short-sleeved if worn. • The student may choose to button, or not button, the top button of the woven shirt. All other buttons of the woven shirt must be buttoned. • Under shirt may not hang out of sleeves.
FOOTWEAR	<ul style="list-style-type: none"> • For all footwear including “athletic” footwear, the majority of the shoe must be a solid color that aligns with the school's neutral dress code. Acceptable colors include black, brown, white, or gray. Small to no logos are preferred. (Shoes must be closed toe.) • Plain, unadorned socks must always be worn, tights are also acceptable. Color of the socks or tights: Solid black, dark brown, navy blue or white. • No sandals, boots, clogs, mules, slippers, flip flops, high heels, platform shoes or shoes with wheels. 	<p><u>Shoes</u></p> <ul style="list-style-type: none"> • Acceptable athletic shoes must be low-profile with minimal design. They must be modest and not attract attention. Shoelaces must match shoes and be in solid color. <p><u>Jewelry and Accessories/Cosmetics</u></p> <ul style="list-style-type: none"> • Should be modest, appropriate for school, and not attract undue attention.

PE UNIFORM	<ul style="list-style-type: none"> • Top: Students will wear a solid gray t-shirt, preferably with the MPS logo. Solid white, gray, black, or navy blue sweatshirts with or without the MPS logo may also be worn during PE. • Bottom: Properly fitting navy shorts. Waist size of shorts must be appropriate to student’s waist size (i.e. not inappropriately tight or baggy). Shorts should be no shorter than your longest finger when standing with your hands by your sides Footwear: Any athletic shoes suitable for basketball, tennis, and field sports. The majority of the shoe must be a solid color that aligns with the school's neutral dress code. Acceptable colors include black, brown, white, or gray. Small to no logos are preferred. (Shoes must be closed toe.) 	<ul style="list-style-type: none"> • Necklaces: If worn must be underneath uniform. If visible through an open collar, it must be tasteful and formal (no leather or string). Pendants must not be large or attract attention. Must be tucked in collar of shirt. • No “glitter”, decorations, or drawing of any kind should be visible on the skin, hair, body, or uniform, • Facial, tongue, and body piercing are not allowed. • Bracelets: Must be tasteful and not attract undue attention. • Visible tattoos are not acceptable. Permanent visible tattoos must be covered by a flesh-tone bandage while at school or representing the school.
OUTERWEAR	<ul style="list-style-type: none"> • Hats, hoods, caps, and other headgear may not be worn in school buildings, except for purposes of religious observance. No gloves or finger lacing of any sort are allowed. Hats must be a solid color that aligns with the school uniform and is free of any logos, with the exception of the school logo. Acceptable colors include solid white, gray, black, or navy-blue. <p><u>For colder weather</u></p> <ul style="list-style-type: none"> • Crew-neck and zip v-neck sweatshirt and jackets are permitted, with or without the MPS logo. • Sweatshirts and jackets must be solid white, gray, black, or navy-blue. 	<ul style="list-style-type: none"> • Cosmetics must be appropriate for school and not attract undue attention. <ul style="list-style-type: none"> ○ No brightly colored or glitter eye shadow, or blush. ○ Mascara and eyeliner should be minimal. ○ Lipstick should be a natural color. ○ Earrings must be studs or one (1) inch hoops and worn on earlobe.

Notes

- If a student is unable to wear the school uniform to school due to extenuating circumstances, you need to check with your school’s administration.
- Each individual MPS school may include site-specific amendments into the uniform policy addressing local issues.

Duties of Pupils**Duties of Pupils – 5 CCR 300**

Pupils shall conform to school regulations, obey all directions, be diligent in study and respectful to teachers and others in authority, and refrain from the use of profane and vulgar language.

Electronic Nicotine Delivery Systems (e-cigarettes)**Electronic Nicotine Delivery Systems (e-cigarettes) – PC 308**

MPS prohibits the use of electronic nicotine delivery systems (ENDS) such as e-cigarettes, hookah pens, cigarillos, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products on all MPS property and in MPS vehicles at all times. ENDS are often made to look like cigarettes, cigars and pipes, but can also be made to look like everyday items such as pens, asthma inhalers and beverage containers. These devices are not limited to vaporizing nicotine; they can be used to vaporize other drugs such as marijuana, cocaine, and heroin.

Students using, in possession of, or offering, arranging or negotiating to sell ENDS can be subject to disciplinary action, particularly because ENDS are considered drug paraphernalia, as defined by 11014.5 of the Health and Safety Code. Section 308 of the Penal Code also states that every person under 18 years of age who purchases, receives, or possesses any tobacco, cigarette, or cigarette papers, or any other preparation of tobacco, or any other instrument or paraphernalia that is designed for the smoking of tobacco, tobacco products, or any controlled substance shall, upon conviction, be punished by a fine of seventy-five dollars (\$75) or 30 hours of community service work.

Tobacco-free Campus**Tobacco-free Campus BPC 22950.5; HSC 104420, 104495, 104559, PC 308**

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at

school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Principal or designee shall inform students, parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

Student Freedom of Speech/Expression Policy

MPS respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, their writing, their clothing, and the printed materials they choose to post or distribute including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined below.

Definitions

1. "*Obscenity*": when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. "*Defamation*": Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. "*Discriminatory Material*": material that demeans a person or group because of the person/group's disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious

affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

4. *“Harassment (including sexual harassment), Intimidation and/or Bullying”*: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student’s or those students’ person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. *“Fighting Words”*: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. *“Vulgarity and/or Profanity”*: the continual use of curse words by a student, even after warning.
7. *“Violating Privacy”*: publicizing or distributing confidential or private material without permission.

On-Campus Expression

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school

regulations or the substantial disruption of the orderly operation of the Charter School.

Distribution of Circulars, Newspapers, and Other Printed Matter

Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the MPS school site Principal or designee at least one school day prior to distribution. The Charter School site principal or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. The Charter School Executive Director or designee shall notify student(s) if distribution will be granted or denied (and if denied, why distribution is not in compliance with this Policy).
2. Distribution, free or for a fee, may take place at any time before school, after school, or during lunch providing there is no substantial disruption in the school programs (as determined by the MPS school site Principal). Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at school entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the MPS school site Principal).

Official School Publications

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this section. However, it shall be the responsibility of the journalism staff adviser or advisers of pupil publications to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy. The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication. “Official school publications” refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this policy. MPS officials shall have the burden of showing justification without undue delay prior to a limitation of pupil expression under this policy. If the journalism staff adviser(s) consider material submitted for publication to

violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Principal.

Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and MPS administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

Organized Demonstrations

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite pupils to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No individual student may demonstrate in the name of the school or as an official school group at any time unless authorized by the school to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

Student Speeches

If a student is selected to speak at an MPS sponsored event, including but not limited to graduation or school assemblies, MPS has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the MPS sponsored event.

Off-Campus Expression

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school.

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or argued by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression may result in discipline if the expression involves but is not limited to:

- Serious or severe bullying or harassment targeting particular individuals;
- Threats aimed at teachers or other students;
- The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- Breaches of school security devices.

Enforcement

4. The MPS school site Principal or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy.
5. Any student may appeal the decision of the MPS school site Principal or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five school days from the time the unsatisfactory decision was rendered.
6. The MPS school site administrator shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.
7. Students who are considering actions in the areas covered by this Policy should be informed of the possible consequences of their action under each specific circumstance.

8. This Policy does not prohibit or prevent the MPS Governing Board from adopting otherwise valid rules and regulations relating to oral communications by pupils upon the premises of each MPS school.
9. No MPS employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
10. MPS shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

Jurisdiction

Jurisdiction – EC 44807

A student may be disciplined for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Lost and Found

There will be a lost and found box in the school. If you find books, clothing, or personal items on school grounds, please bring the items to the school office. Items not picked up will be donated monthly.

Property Damage

Lost or Damaged Property – EC 48904

Parents or guardians may be held financially liable if their child willfully damages school property or fails to return school property loaned to the child. The school may further withhold the grades, diploma, and transcript of the pupil until restitution is paid.

MPS shall notify the parent or guardian of the pupil in writing of the pupil’s alleged misconduct and provide the student with due process before withholding the pupil’s grades, diploma, or transcripts pursuant to this subdivision. When the minor and parent are unable to pay for the damages, or to return the property, MPS shall provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades, diploma, and transcripts of the pupil shall be released.

Requirement of Parent/Guardian School Attendance

Requirement of Parent/Guardian School Attendance – EC 48900.1

Teachers may require the parent or guardian of a student who has been suspended by a teacher to attend a portion of that school day in his or her student’s classroom. The attendance of the parent or guardian will be limited to the class from which the student was suspended. A written notice will be sent to the parent or guardian regarding implementation of this requirement. Employers are not allowed to apply sanctions against the parent or guardian for this requirement if the parent or guardian has given reasonable notice to his/her employer.

Search of School Lockers

Search of School Lockers

School lockers remain the property of MPS even when assigned to students. The lockers are subject to search whenever the School finds a need to do so. The use of the school locker for other than school-related purposes is prohibited. Improper use of school lockers will result in loss of locker privileges.

- The lockers are school property; anything placed in them or brought to campus may be subject to search.
- Students are responsible for all items in their locker.
- Students may be provided with a lock or allowed to bring a lock for their lockers. Please check with the school administration for specifics.

Student Searches

The 4th Amendment of the United States Constitution protects individuals from unlawful searches. However, the law allows school officials to conduct searches of students and students’ personal effects in certain circumstances:

1. If a student has engaged in conduct that causes an administrator to have reasonable suspicion that the student has committed, is about to commit, a crime or has violated statutory laws or school rules, the administrator may conduct a search of that student and/or the student’s personal effects. The administrator must:
 - Be able to articulate the reason for his or her suspicion and the facts and/or circumstances surrounding a specific incident;
 - Be able to reasonably connect the student to a specific incident, crime or rule or statute violation;
 - Have relied on recent, credible information from personal knowledge and/or other eyewitnesses;

- Ensure that a search based on reasonable suspicion is not excessively intrusive in light of the student’s age and gender and the nature of the offense.
2. When conducting a student search based on reasonable suspicion, school officials must adhere to the following practices:
 - Conduct the search only if there are clear and specific reasons for suspicion and there are facts that connect the student to a specific incident of misconduct;
 - Jackets, purses, pockets, backpacks, bags, and containers in the student’s possession may be searched to the extent reasonably necessary;
 - Under no conditions may a body or strip search be conducted;
 - No search will involve the removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student;
 - Only school officials of the same sex as the student being searched may conduct the search;
 - Searches based on reasonable suspicion must be conducted in the presence of at least one (1) adult witness whenever possible and in a private area where the search will not be visible to other students or staff (except for a school administrator or designee witness, also of the same sex).
 3. Random Metal Detector Searches and Searches of Other Areas of the School:
California courts and the California Attorney General’s Office have approved the use of random metal detector searches for weapons. Random use of metal detectors is appropriate only if:
 - The method of selection of students to be searched is genuinely random;
 - Students selected to participate in random metal detector searches are selected without regard to personally identifiable characteristics such as race, gender, surname, group affiliation, or past history of misconduct (i.e., selection is random);
 - The searches are minimally intrusive;
 - Searches for concealed weapons in lockers are also conducted;
 - Although parents are advised in this Student/Parent Handbook of the possibility that their child may be searched, schools must send written communication to parents at the opening of the school year. This communication is also to be provided for all students enrolling after the school year has begun.

If, as a result of a metal detector search, *reasonable suspicion* arises that a particular student may be in possession of contraband in violation of school policy, school officials may conduct a search of that student, in a

private area, in accordance with the above guidelines for reasonable suspicion searches.

A complete copy of the “MPS Search and Seizure Policy” is available for review on the school website and in the front office.

Student Conduct

Student Conduct – EC 51100

MPS provides parents and guardians of students the right and the opportunity, as mutually supportive and respectful partners in the education of their children, to be informed in advance about school rules, including disciplinary rules and procedures, attendance policies, dress codes, and procedures for visiting the school.

Magnolia Public Schools Student Code of Conduct

MPS is committed to excellence in academic instruction and in cooperating with parents/guardians to teach students the behaviors and skills that support social and emotional successes throughout life. To accomplish this goal, MPS is taking a proactive approach to teaching social skills as a significant component of the educational program. The curriculum includes teaching of the behaviors necessary for effective and satisfying social interaction in school, on field trips, in the community, and at home.

Uniform and Personal Appearance

The uniform policy at MPS helps create a safe and orderly environment, instill discipline, and eliminate the competition and distractions caused by varied dress styles. Students are required to arrive in uniform every day except for “free dress days”.

All MPS students are required to wear the school uniform at all times including during the afterschool tutoring/activities. Refer to the “MPS Student Uniform Policy” in this Handbook.

Expected Student Behavior

Students should always remember that their behavior and actions at school and at school-sponsored activities are a reflection not only of themselves, but also of the school. The following is a guideline of what expected from an MPS student:

Breakfast/Lunch Time:

Students must:

- Proceed to the eating area as instructed by MPS staff.
- Eat and finish their breakfast/lunch in the assigned area. No food should be eaten outside the designated areas unless authorized by a school administrator.
- Wait patiently for their food and follow the direction of the adults on duty.
- Clean up after themselves and dispose of their trash in the appropriate area.

- Remember that they are not allowed inside the school building(s) without a pass.
- Be safe and carry a pass that is given to them by a school staff member and are not allowed to be in spaces that are not supervised by school personnel.

On Campus:

Students must:

- Stay in designated areas on-campus.
- Be courteous and respectful at all times to everyone.
- Not use profanity, lie, fight, gamble, possess inappropriate literature or material, or be involved in the abuse/harassment of others.
- Not use or have cellular phones turned on during school hours; students are allowed to use cellular phones **only** in the designated area after school. Phones should not be used during after school programs, such as tutoring and clubs, unless directly authorized and supervised by authorized personnel.
- Remember that any personal electronic devices seen during class time will be confiscated and returned to the student's parents/guardians at the discretion of administration.
- Remember that gum chewing is not allowed anywhere on campus.
- Never ride bicycles, use roller blades or skateboards on campus. Check with the school office regarding proper storage during the school day.
- Not leave campus without permission during school hours (except students in 7-12 grade who are being excused to receive confidential medical services without parental permission). (See Off-campus Lunch policy for high school students.)
- Not use matches, lighters, or any type of explosive incendiary device on campus.
- Remember that no personal electronic devices may be visible or used on the campus grounds.
- Be safe and are not allowed to loiter in hallways or be unsupervised by school staff.

Assemblies:

Students must:

- Be courteous and quiet during the entire assembly.
- Be respectful to the presenter/speaker.
- Be safe by following all the teacher/ staff directions upon entry, during and while exiting assembly or school wide event.

Field Trips:

Students must:

- Be on their best behavior.
- Pay attention to the directives given by the moderator and trip leader.

- Follow all school rules pertaining to behavior.
- Wear MPS uniform unless authorized by administration.

Public areas: Hallways, Lunchroom & Restrooms:

Hallways, Lunchroom and Restrooms are areas used by all members of School. Students must:

- Use the halls, lunchroom, or restrooms only as needed and then move on to class.
- Eat only in the cafeteria or other designated area.
- Leave gum at home; chewing gum is strictly prohibited anywhere on campus.
- Maintain orderly conduct always; walk in the halls, lunchroom, or restrooms.
- Keep in mind that profanity and vulgar language at any level is unacceptable and is strictly prohibited in all areas and at school functions at all times.
- Limit excessive noise such as yelling, screaming or banging lockers while in these areas.
- Help keep the school clean by picking up after yourself and putting your belongings in their proper place.
- Respect others personal space and keep your hands to yourself even in play.
- Have a pass to be in the above areas during class time and after school.
- Keep in mind that vandalism, littering, or graffiti in the school is prohibited and should be reported as this reflects poorly on everyone.
- Refrain from lewd or otherwise inappropriate displays of affection.
- Bring only plastic and paper containers to school; all glass containers are prohibited on campus and will be confiscated.
- Be responsible and report any leaks, spills, or other problems in the bathroom to a teacher or the office.
- Be responsible for cleaning up after yourself, including the disposing of or the recycling of garbage.
- Have a hall pass if you are outside of the classroom during class time.
- Not visit with friends or interrupt another classroom.
- Not misuse the hall pass as it will result in loss of the hall pass privilege.
- Get a referral from your teacher before you go to the office. Do not use the hall pass.

Emergency Drills:

Fire drills, lockdowns, and evacuation drills are conducted periodically for everyone's protection and are required by law. During these drills it is imperative that students remain silent, follow instructions given by the staff, and carry out all directions in an orderly fashion.

Classroom:
<p>Students must:</p> <ul style="list-style-type: none"> • Be seated and ready to begin their assignment when the bell rings. • Be courteous to all teachers and students. • Follow all school and classroom rules. • Bring all necessary materials/supplies ready to work daily. • Be Safe by respecting others’ personal space and boundaries.
Classroom Procedures and Consequences:
<p>Please check the teacher’s syllabus for specific consequences which may include:</p> <ol style="list-style-type: none"> 1. In-class warning 2. Student-Teacher Conference 3. Reflection/Parental Notification 4. Parent Conference 5. Office Referral & Administrative Disciplinary Procedures

SIS Behavior Records

Student behavior will be recorded on the SIS, Infinite Campus, and students will receive the following rewards or consequences based on their behavior entries.

Note: The following tables are for sample purposes only. Each individual MPS school may include amendments into the SIS behavior points, rewards, and consequences addressing local needs.

Positive Rewards:
<ul style="list-style-type: none"> • Contact parent/guardian • Lunch speed pass • Treat • One day free dress (pass will be given) • Extended lunch period • Two-day free dress (pass will be given) • VIP breakfast • Entered in a raffle • Free dress – every Friday for one month (pass will be given) • VIP lunch and “Race to the Top”

Negative Consequences:
<ul style="list-style-type: none"> • Contact parent/guardian • Loss of privileges • Parent/guardian conference • Behavior plan and lunch reflection • Shadowed by parent/guardian for a day and one hour after school reflection • Student improvement team • Pending Reflection Committee outcome • Reflective hearing with Reflection Committee, parent/guardian and student

Multi-Tiered System of Response to Behavior

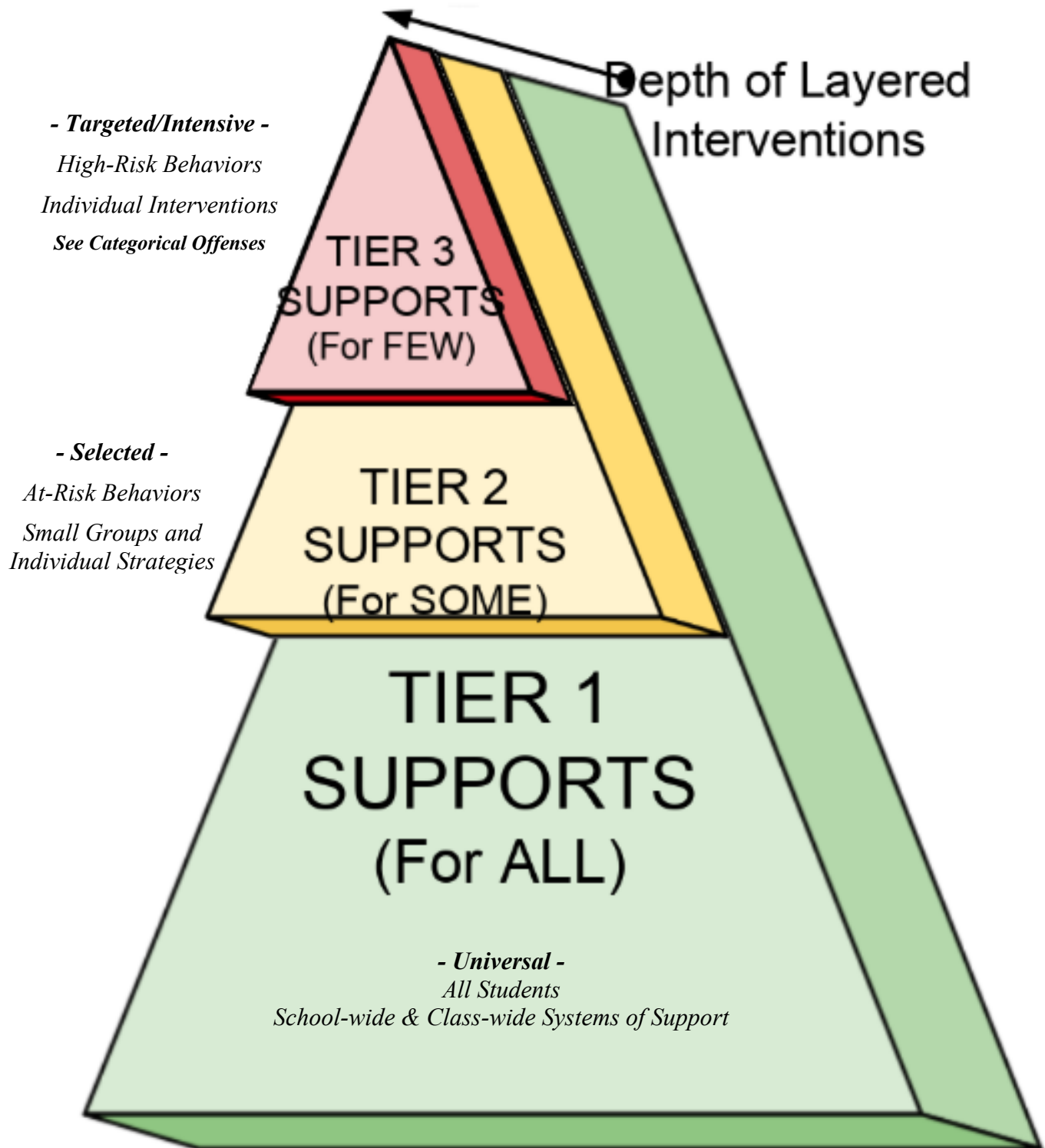
MPS maintains as a priority reinforcing positive behavior through intervention supports. Should students continue to make poor choices the administration team and school staff will create a plan with the parent/guardian to decrease unwanted behaviors and reinforce desired behaviors. Students and guardians have access to the school SIS as a means of staying informed on student progress. The student, family and school connection is part of the Positive Behavioral Interventions & Supports (PBIS) model for our learning community and it takes collaboration with all educational partners.

All students at MPS are entitled to the rights guaranteed by the United States Constitution, Bill of Rights, and applicable case law, and their rights will not be knowingly denied by the required code of conduct or by any disciplinary actions taken by the school. Accordingly, after an analysis of each case, any student who exhibits any of the unacceptable student behaviors listed in this handbook may incur consequences. These consequences range from notification of parents, reflection, to emergency removal from a school activity, suspension, expulsion, and referral to appropriate law enforcement agencies.

MPS reserves the right to notify the authorities and the Department of Education as required by law relating to disciplinary actions taken. It is to be noted that MPS reserves the right to discipline any act that has a nexus with MPS or the school community and causes a substantial disruption to the normal operation of the School. In other words, MPS may discipline behavior at school or at a school-related or school-sponsored function or any activity or any act that causes a substantial disruption on the school environment or that is performed with/on/by/via school equipment or school property. MPS respects and observes the rights of student to lawful student expression, as outlined in the “MPS Student Freedom of Speech/Expression Policy” available in the office of each MPS school.

The following charts and tables delineate unacceptable types of behavior in three levels and possible interventions as part of MPS’ system of response to behavior.

Multi-Tiered System of Response to Behavior

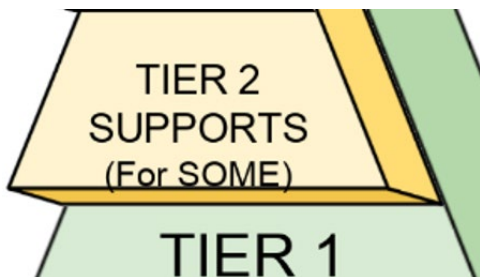


TIER 1 SUPPORTS (For ALL) *- Universal -*

Examples of Classroom, Support, and Teacher-Led Responses

These interventions are designed to teach appropriate behavior so that students may contribute to the learning community within the classroom environment. Teachers are encouraged to try a variety of instructional and classroom management strategies to support all learners.

Level 1 Infractions	Interventions
<ul style="list-style-type: none"> • Invading personal space • Antagonizing others • Violation of school/class rules • Horseplaying • Violating off-limits/restricted area • Habitually tardy and/or not being in assigned location • Disrupting the learning environment/Off task • Littering • Not having proper materials, supplies, and/or equipment for class participation • Inappropriate use of electronic devices • Dress code violation • Inappropriate language/actions (hurtful, vulgar, gossip, etc.) • Passive participation in hurtful acts/words against others • Lewd or inappropriate displays of affection • Refusing to cooperate and comply with school rules/personnel 	<ul style="list-style-type: none"> ✓ School-wide PBIS ✓ Social-emotional learning program ✓ Proactive classroom management ✓ Regular, preemptive communication with families ✓ Classroom incentives ✓ Seating, assignment, behavioral accommodations ✓ Conferencing with student(s) and parents ✓ Verbal correction and redirection ✓ Reminders, role-play, daily progress sheet ✓ Loss of classroom privileges ✓ Written and/or verbal reflection

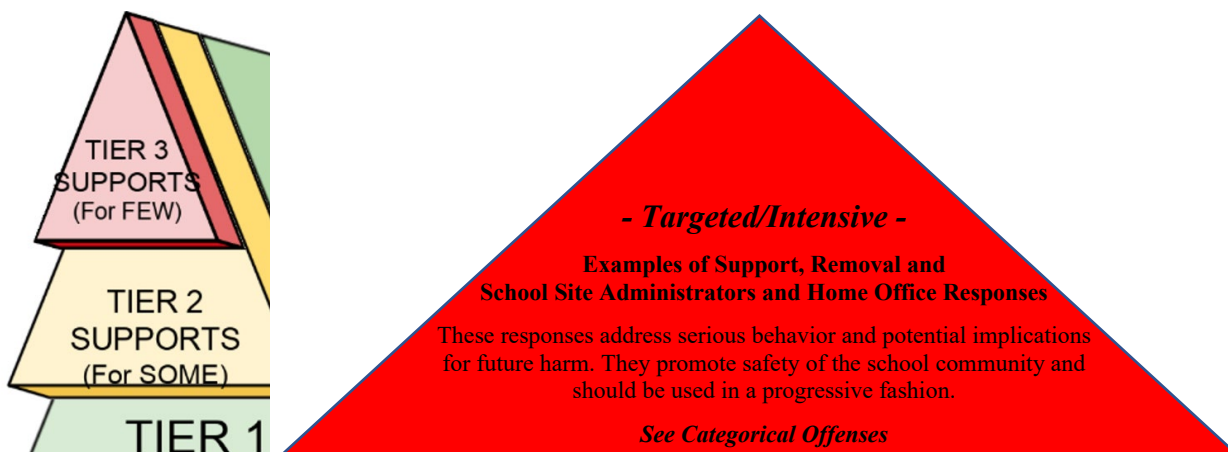


- Selected -

Examples of Support, Removal and Administrative Responses

These responses engage the students’ support system to ensure successful learning and to alter conditions that are inappropriate or disruptive.

Level 2 Infractions	Interventions
<ul style="list-style-type: none"> • Using/possessing tobacco and/or lighter • Violating traffic or safety regulations • Encouraging other students to violate school rules • Leaving school and/or school bus without permission • Fighting and/or arranging altercations • Using objects inappropriately (i.e., the use of an object to harm others or damage property) • Physical assault without serious bodily injury (i.e., pushing with intent, kicking, hitting, pinching, spitting) • Defacing and/or vandalism of school property • Plagiarism/academic dishonesty • Leaving school or classroom without permission (truancy) • Improper use of computer (e.g., viewing unauthorized websites, cheating, overriding district filter, etc.) • Stealing and/or possessing stolen property • Failure to attend to/complete assigned restorative action • Gambling or Extortion • Habitual violations of school/class rules • Forgery of signatures • Sexually explicit behavior • Planning and/or arranging actions with malicious intent • Writing or drawing obscene /profane language/pictures • Harassment (i.e., physical, verbal, and sexual) • Bullying/cyberbullying • Violation of personal boundaries • Refusing to cooperate and comply with school rules/personnel 	<ul style="list-style-type: none"> ✓ Behavioral contract ✓ Self-monitoring ✓ School-home communication ✓ Adult or peer mentorship ✓ Utilize check-in and check-out system ✓ Intensive academic and/or social support ✓ Reflection (lunch, after school, Saturday, etc.) ✓ Refer student to SSPT ✓ Loss of privileges ✓ Counseling ✓ Temporary removal from class ✓ Extended school day ✓ Suspension and/or expulsion



Level 3 Infractions	Interventions
<ul style="list-style-type: none"> • Physically assaulting with serious bodily injury • Conduct or habits injurious to others (peers/authority) • Using/possessing controlled and/or dangerous substances and/or paraphernalia • Bullying (harassing, intimidating, cyberbullying) • Fighting and/or arranging altercations • Using/possessing weapons and/or weapon paraphernalia including but not limited to those prohibited under federal law • Harassment (i.e., physical, verbal, and sexual) • Arson, attempting to commit arson and/or possession of explosives/fireworks (i.e., smoke bombs, sink bombs, etc.) • Causing a false fire alarm • Making a bomb/explosive threat • Encouraging other students to violate school rules • Student hazing • Using gang and/or secret society symbols/acts • Inappropriate use of electronic devices • Public displays of sexually explicit behavior • Defacing and/or vandalism of school property • Gambling • Habitual violations of school/class rules • Forgery of signatures • Stealing and/or possessing stolen property • Improper use of computer (e.g., viewing unauthorized websites, cheating, overriding school filter, etc.) • Sexual explicit behavior, Lewd Conduct, Writing or drawing obscene /profane language/pictures 	<ul style="list-style-type: none"> ✓ All Tier 1 and Tier 2 interventions ✓ FBA-based behavior intervention plans ✓ Teaching replacement behavior ✓ Home and community supports ✓ Self-management program ✓ Restricted access ✓ In-school reflection and/or suspension ✓ Short-term out-of-school suspension ✓ Extended out-of-school suspension ✓ Request for alternate educational setting ✓ Suspension and/or expulsion

Students with an IEP

If a student has an IEP, that IEP and any applicable behavior plan shall be followed, according to state and federal law. If the behavior(s) worsens or the frequency increases, the student's IEP team may meet to review the plan and its implementation, and modify it, as necessary, to address the behavior(s). Special Education staff, general education staff, parents, and related service providers specified in the IEP must be informed and involved.

MPS follows state and federal laws regarding discipline, including suspension and expulsion, of students with disabilities. See also the **“Suspension and Expulsion Procedures,”** below, for more information.

Suspension and Expulsion Policy and Procedures

The Suspension and Expulsion Policy and Procedures have been established to promote learning and protect the safety and wellbeing of all students at Magnolia Public Schools (“MPS” or “Charter School”). In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians* are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Principal's office. (* The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or

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

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according to due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, reflection during and after school hours, use of alternative educational environments, suspension and expulsion.

Positive Behavioral Interventions & Supports (PBIS)

Positive Consequences:

MPS school staff has committed itself to encouraging and supporting the attainment of academic skills as well as social skills, such as listening, friendship-making, problem solving, and alternatives to aggression. To inspire and encourage students to develop their potential in all of these areas, the following reinforcements will be used for positive behavior:

- Individual awards/recognition
- Classroom awards/recognition
- Certificates
- Displays
- Positive contact with parent/guardian
- Special activities (field trips, movie nights, picnics, etc.)
- Publications
- Assemblies
- Positive SIS points

Positive student behavior and improvements will be acknowledged and encouraged by the MPS staff. Teachers will not only report discipline issues on the school information system, but also positive behaviors and accomplishments. Parents will also be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

Alternatives to Suspension and/or Expulsion

To intervene in student behavior, MPS has a progressive discipline plan in place at each of its schools. This plan is published at the beginning of each school year in the Parent/Student handbook. The handbook also includes a school-parent-student compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will develop a partnership to help children achieve high academic and behavior standards. The discipline plan includes information about student expectations and progression of disciplinary procedures from day-to-day discipline to suspension and expulsion.

MPS believes that alternatives to suspension align with our schoolwide positive behavior support plan. Following are list of alternatives to be considered before suspending a student: warning, phone call home, parent conference, teacher/administrative reflection, written assignment/research/presentation, loss of privileges, behavior contract, parent shadowing, mentorship (peer/teacher), referral (counseling, SSPT, Dean /Principal), assigning volunteer work/community service, Saturday school, and in-school suspension.

Reflection:

Reflection will be held on assigned day either during the lunch period or after school for up to 60 minutes. Students will have at least one (1) day notice that they must serve a reflection that is longer than twenty (20) minutes in order to make arrangements to be picked up from school. Parents may request in person a delay of the reflection; no phone calls or notes will be accepted for this request.

In School Suspension (ISS):

Notice of In School Suspension (ISS) and the reasons for the ISS will be given to the student and the parent in writing. The student will remain on campus during school hours in a designated area not in their regular class setting. The student will have no or limited social distractions while serving an ISS. Student is expected to complete their classroom assignments and school community service during ISS.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. **Discretionary Suspension Offenses:** Students may be suspended when it is determined the student:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled

- substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
 - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
 - n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
 - p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
 - q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
 - r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
 - s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school

personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means

of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other

- than the student who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet
 - u) or is currently posted on the Internet.
 - v) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
2. **Non-Discretionary Suspension Offenses:** Students must be suspended and recommended for expulsion when it is determined the student:
 - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
 - b) Brandishing a knife at another person.
 - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.
 3. **Discretionary Expellable Offenses:** Students may be recommended for expulsion when it is determined the student:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.

- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This

provision shall apply to students in any of grades 4 to 12, inclusive.

- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

- iii. Causing a reasonable student to experience substantial interference with their academic performance.

- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.

- ii. A post on a social network Internet Web site including, but not limited to:

- (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

- (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably

- believe, or has reasonably believed, that the student was or is the student who was impersonated.
- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
- (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
4. **Non-Discretionary Expellable Offenses:** Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4..

If it is determined by the Administrative Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or

designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student’s parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent/guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the student and the student’s parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student’s parent/guardian, unless the student and the student’s parent/guardian fail to attend the conference.

This determination will be made by the Principal

or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 48913.5, upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 48913.5(b), if a homework assignment that is requested pursuant to Section 48913.5(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

5. Suspension Appeals

Students and parent/guardian may appeal a suspension within five (5) school days of the suspension. This appeal will be made in writing to the Principal and heard by a Reflection Committee. The Reflection Committee is an advisory committee to the Principal, trained quarterly in restorative practices and PBIS, and will comprise of at least one school administrator (serves as procedural advisor), and at least two teachers, and may also include a non-certificated employee. All Reflection Committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the Reflection Committee is final and will be delivered to the parent/guardian in a written response. Based on the information submitted or requested, the Reflection Committee may make one of the following decisions regarding the suspension:

- Uphold the suspension
- Determine that the suspension was not within school guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record or shared with anyone not directly involved in the proceedings.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required

by law.

A student may be expelled by a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the Student nor a member of the Charter School Board of Directors. The Administrative Panel shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

It is preferable for the Administrative Panel members to have experience in education law and student discipline. Typical Administrative Panel members include teachers, school administrators and Home Office Chiefs/Directors. The Home Office will coordinate all administrators and teachers who serve on the Reflection Committee at their school sites to be "on call" for a particular month should their presence be needed at an Administrative Panel hearing. The Administrative Panel may expel any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of MPS' disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

MPS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) calendar days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.
2. MPS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, MPS must present evidence that the witness' presence is both desired by the witness and will be helpful to MPS. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness

would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision

to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to their previous educational program.

The Administrative Panel may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Administrative Panel. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Administrative Panel may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Administrative Panel revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Administrative Panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Administrative Panel shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Principal or designee, following a decision of the Administrative Panel to expel, shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MPS
3. The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

K. Disciplinary Records

MPS shall maintain records of all student suspensions and expulsions at MPS. Such records shall be made available to the authorizer upon request.

L. Expulsion Appeals

In order to appeal an expulsion, the student/parent/guardian must submit a written appeal to the CEO of MPS outlining the reason for the appeal, attaching any supporting documentation, within ten (10) calendar days of being informed of the expulsion.

In response to the written request for an appeal, the CEO of MPS shall call a meeting of the Board of Directors. The Board shall convene a hearing on the appeal within fifteen (15) working days of receipt of a timely written request for an appeal. *(This timeline supersedes the timeline statement in the charter petition if different.)*

At the hearing on the appeal, the student shall have the right to present evidence. The Board will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interest of the student and MPS. That decision shall be final.

M. Interim Placement

MPS shall be responsible for the appropriate interim placement of students during and pending the completion of the MPS's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

MPS shall work with the District for an interim placement or other alternative program. Should MPS determine after the referral that the student will remain at MPS pending the expulsion hearing based on the best interest of the student, or if MPS secures another alternative interim placement at another charter school or school within its CMO, if appropriate and aligned with applicable charter petitions, MPS will notify the District of such determination.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Administrative Panel at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled

student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA/District

The Charter School shall immediately notify the SELPA/District and coordinate the procedures in this policy with the SELPA/ District of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's

IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and

relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known

the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Professional Boundaries, Abuse, & Neglect

Child Abuse and Neglect Reporting

Child Abuse and Neglect Reporting – PC 11164 et seq.

MPS is committed to protecting all students in its care. All employees of MPS are considered mandated reporters, required by law to report cases of child abuse and neglect whenever there is reasonable suspicion abuse or neglect has occurred to a child protective agency (i.e., Police or Sheriff's Department, County Probation Department, or County Welfare Department/County Child Protective Services) 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. MPS employees may not investigate to confirm a suspicion.

Both the name of the person filing the complaint and the report itself are confidential and cannot be disclosed except to authorized agencies.

Parents and guardians of students also have a right to file a complaint against a school employee or other person that they suspect has engaged in abuse of a child at a school site. Complaints may be filed with a child protective agency; you may also notify the School of an incident by contacting the school office.

Child abuse does not include an injury caused by any force that is reasonable and necessary for a person employed by or engaged in a school:

1. To stop a disturbance threatening physical injury to people or damage to property;
2. For purposes of self-defense;
3. To obtain possession of weapons or other dangerous objects within control of a student;
4. To exercise the degree of control reasonably necessary to maintain order, protect property, protect the health and safety of pupils, and maintain proper and appropriate conditions conducive to learning.

Megan's Law

Megan's Law – PC 290 et seq.

Information about registered sex offenders in California can be found on the California Department of Justice's website, <http://meganslaw.ca.gov/>. The website also provides information on how to protect yourself and your family, facts about sex offenders, frequently asked questions, and sex offender registration requirements in California.

Professional Boundaries: Staff/Student Interaction Policy

MPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee

behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

Examples of PERMITTED actions (NOT corporal punishment):

- Stopping a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism;
- Defending yourself from physical injury or assault by a student;
- Forcing a pupil to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment):

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior:

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my

family or colleagues, including someone from my HR Department, were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy):

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the school;
- Making or participating in sexually inappropriate comments;
- Sexual jokes;
- Seeking emotional involvement with a student for your benefit;

- Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission:

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- Giving students a ride to/from school or school activities;
- Being alone in a room with a student at school with the door closed;
- Allowing students in your home.

Cautionary Staff/Student Behaviors:

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.)

- Remarks about the physical attributes or development of anyone;
- Excessive attention toward a particular student;
- Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors:

- Getting parents' written consent for any after-school activity;
- Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (communication should be limited to school technology);
- Keeping the door open when alone with a student;
- Keeping reasonable space between the employee and the student;
- Stopping and correcting students if they cross the employees' personal boundaries;
- Keeping parents informed when a significant issue develops about a student;
- Keeping after-class discussions with a student professional and brief;

- Asking for advice from fellow staff or administrators when in a difficult situation related to boundaries;
- Involving a supervisor if a conflict arises with a student;
- Informing the Superintendent about situations that have the potential to become more severe;
- Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers;
- Asking another staff member to be present if the employee will be alone with any type of special needs student;
- Asking another staff member to be present if the employee must be alone with a student after regular school hours;
- Giving students praise and recognition without touching them;
- Pats on the back, high fives and handshakes are acceptable;
- Keeping professional conduct a high priority.

receive a written request to excuse your child, your child will be included in the instruction.

Additional Resources

- Human Trafficking in America's Schools
<https://safesupportivelearning.ed.gov/human-trafficking-americas-schools>
- Tools that Teach: What is Human Trafficking? *(This link will also be available on the school website)*
<https://www.dhs.gov/blue-campaign/tools>
- The National Child Traumatic Stress Network
<https://www.nctsn.org/>

If you have any questions regarding access to resources, please feel free to reach out to the school office.

Sexual Abuse and Sex Trafficking Prevention

Sexual Abuse and Sex Trafficking Prevention – EC 51950

At MPS, our number one priority is the safety of our students and we are committed to sharing the latest information and resources with our families. Below you will find information and resources around the topic of human trafficking as part of SB-1104 Pupil Safety: Human Trafficking Prevention Resources:

http://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB1104

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. Charter School believes it is a priority to inform our students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social medial and mobile device applications are used for human trafficking.

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

ENGAGING EDUCATIONAL PARTNERS & COMPLAINT PROCEDURES

Engaging Educational Partners

Charter Schools: Pupil Admissions

Charter Schools: Pupil Admissions

MPS encourages the participation of parents for increased parental involvement, but it is not a requirement for acceptance to, or continued enrollment at, the Charter School.

Parent Participation in School Meetings and Conferences

Parent Participation in School Meetings and Conferences – LC 230.8

Parents may fear discrimination in hiring or discharge by an employer if they take time off work to attend school meetings. The following labor code indicates that parents have time allowed for these purposes.

If the parent's employer has 25 or more employees, the parent must be allowed to attend school meetings and events for your children, up to a maximum of 40 hours each year without discrimination or fear of job loss. Purposes to attend child-related activities include: enrollment in grades 1-12, to address child care or school emergency, behavior or discipline problem that requires immediate parent attention, sudden school closure, or natural disaster. ("Parent" means a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in.) If an employer discharges, threatens to discharge, demotes, suspends or otherwise discriminates against the parent, the employee may be entitled to reinstatement and reimbursement for lost income or benefits. See Labor Code for more details.

Rights and Responsibilities

Rights of Parents and Guardians to Information

The parents and guardians of pupils enrolled in public schools have the right and should have the opportunity, as mutually supportive and respectful partners in the education of their children within the public schools, to be informed by the school, and to participate in the education of their children, as follows:

- (1) Within a reasonable period of time after making the request, to observe their child's classroom(s).
- (2) Within a reasonable time of their request, to meet with their child's teacher(s) and the principal.
- (3) To volunteer their time and resources for the improvement of school facilities and school programs under the supervision of district employees, including,

but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher.

- (4) To be notified on a timely basis if their child is absent from school without permission.
- (5) To receive the results of their child's performance on standardized tests and statewide tests and information on the performance of their child's school on standardized statewide tests.
- (6) To request a particular school for their child, and to receive a response from the school district.
- (7) To have a school environment for their child that is safe and supportive of learning.
- (8) To examine the curriculum materials of their child's class(es).
- (9) To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child.
- (10) To have access to the school records of their child.
- (11) To receive information concerning the academic performance standards, proficiencies, or skills their child is expected to accomplish.
- (12) To be informed in advance about school rules, including disciplinary rules and procedures, attendance policies, dress codes, and procedures for visiting the school.
- (13) To receive information about any psychological testing the school does involving their child and to deny permission to give the test.
- (14) To participate as a member of a parent advisory committee, schoolsite council, or site-based management leadership team.
- (15) To question anything in their child's record that the parent feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school.
- (16) To be notified, as early in the school year as practicable, if their child is identified as being at risk of retention and of their right to consult with school personnel responsible for a decision to promote or retain their child and to appeal a decision to retain or promote their child.

School Accountability Report Card (SARC)

School Accountability Report Cards (SARC) are posted on the school website as well as at: <https://sarconline.org/>. The physical copy of the most recent SARC document is available to review for all of our educational partners in the school office. MPS SARC is updated before February 1 of each year.

School Parent and Family Engagement Policy

I. Introduction

Research has shown that the attitudes, behavior and achievement of children are enhanced when parents* or other caregivers are involved in their children’s education. To that end, the Magnolia Public Schools (“MPS,” the “LEA” or “School”) has adopted this parent and family engagement policy in order to promote learning and provide a more positive learning experience for our students. This policy has also been submitted to the California Department of Education with the School’s Consolidated Application.

** Within this policy, the word “parent” is employed. This word is intended to reach any caregiver of students enrolled in the school, including but not limited to, parents, guardians, grandparents, aunts, uncles, foster parents, stepparents, etc.*

II. Engagement in Drafting the LEA/School Plans

Parents will be engaged in the development of all school plans, including, but not limited to, the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum, the Single Plan for Student Achievement (SPSA)*, and WASC Self-Study.

** State law provides that single school districts and charter schools may utilize the LCAP to serve as the SPSA, provided that the LCAP meets federal school planning requirements and relevant educational partners requirements for LCAPs under state law. Charter schools and single school districts may use the LCAP planning process to meet the planning requirements of the LCAP and the SPSA. In doing so, they may utilize the LCAP educational partners engagement requirements. **MPS chooses to utilize the LCAP to serve as the SPSA. MPS will utilize our Parent Advisory Committee (PAC) in developing the LCAP.***

On an annual basis, the LEA will submit California Department of Education (“CDE”)–required plans to the PAC for review and suggested changes before appropriate plans are submitted to the authorizers and the CDE. In addition, all parents of participating children will annually be invited to review the LCAP, the LCAP Federal Addendum, and if applicable, the SPSA, and submit comments. If the plans are not satisfactory to the parents of participating children, the LEA will submit any comments from parents of participating children with the plans when it is submitted to the authorizers and the CDE.

III. Engagement in School Review and Improvement

All parents will be engaged, to the extent applicable, in the process of school review and improvement. This includes disseminating the results of the local annual review of each school served under Title I, Part A to parents.

In addition, the parents of participating children will be invited to annually review the effectiveness of the parent and family engagement policy and other Title I, Part A activities and provide comments to the School.

Identification of a school for improvement:

- A school that has been identified for CSI, TSI, ATSI, or an eligible school operating a SWP shall develop a comprehensive plan, to be consolidated into a single plan, known as the SPSA in California, pursuant to section 64001(a) of the California Education Code. **MPS chooses to utilize the LCAP to serve as the SPSA.**
- The LCAP, serving as SPSA, shall be developed with the engagement of parents and other members of the community to be served; individuals who will carry out such plan, including teachers, principals, other school leaders, paraprofessionals present in the school, students (in secondary schools), and other individuals determined by the school.
- The LCAP, serving as SPSA, shall remain in effect for the duration of the school’s participation under this part and shall be regularly monitored and revised as necessary based on student needs.
- The LCAP, serving as SPSA, shall be available to the LEA, parents, and the public, and the information contained in the plan shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.
- The LCAP, serving as the SPSA, shall be based on a comprehensive needs assessment of the entire school that takes into account information on the academic achievement of children in relation to the challenging state academic standards, particularly the needs of those children who are failing, or are at risk of failing, to meet the challenging state academic standards and any other factors as determined by the LEA.
 - The comprehensive needs assessment shall include an analysis of verifiable data, consistent with all state priorities and informed by all indicators.
- The LCAP, serving as the SPSA, shall include a description of methods and instructional strategies that strengthen the academic program in the school, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, address the needs of all children in the school, particularly the needs of those at risk of not meeting the challenging state academic standards, and provide opportunities for all children to meet the challenging state academic standards.
- The LCAP, serving as the SPSA, shall include goals set to improve pupil outcomes, including addressing the needs of pupil groups as identified through the needs assessment.
- The LCAP, serving as the SPSA, shall include evidence-based strategies, actions, or services.

- The LCAP, serving as the SPSA, shall include proposed expenditures, based on the projected resource allocation from the governing board or body of the LEA, to address the findings of the needs assessment.

(If applicable) Comprehensive Support and Improvement (CSI):

- Upon receiving notification from the state of identification for CSI, the School shall, in partnership with educational partners (including the principal and other school leaders, teachers, and parents), locally develop and implement a CSI plan for the school to improve student outcomes.
- The plan shall be informed by all indicators described in subsection 1111(c)(4)(B) of the ESEA, as amended by the ESSA, including student performance against state-determined long-term goals.
- The plan shall include evidence-based interventions.
- The plan shall be based on a school-level needs assessment.
- The plan shall identify resource inequities, which may include a review of LEA/school-level budgeting, to be addressed through implementation of such plan.

(If applicable) Targeted Support and Improvement (TSI):

- Upon receiving notification from the state of identification for TSI, the School shall, in partnership with educational partners (including the principal and other school leaders, teachers, and parents), locally develop and implement a TSI plan for the school to improve student outcomes based on the indicators in the statewide accountability system established under subsection 1111(c)(4) of the ESEA, as amended by the ESSA, for each subgroup of students that was the subject of notification.
- The plan shall be informed by all indicators described in subsection 1111(c)(4)(B) of the ESEA, as amended by the ESSA, including student performance against long-term goals.
- The plan shall include evidence-based interventions.
- The plan shall be approved by the LEA prior to implementation of such plan.
- Upon submission and implementation, the plan shall be monitored by the LEA.
- The plan shall result in additional action following unsuccessful implementation of such plan after a number of years determined by the LEA.

(If applicable) Additional Targeted Support and Improvement (ATSI):

- Schools are eligible for ATSI if they are among schools eligible for TSI and if any student group at the school, on its own, meets the criteria for the lowest-performing five percent of Title I schools for CSI.
- A school identified for ATSI shall identify resource inequities, which may include a review of LEA/school-level budgeting, which will be addressed through implementation of its plan.

(If applicable) Targeted Assistance School Program (TAS):

- To assist targeted assistance schools (TAS) and LEAs to meet their responsibility to provide for all their students served under this part the opportunity to meet the challenging state academic standards, each targeted assistance program shall carry out the following requirements:
- The TAS program shall determine which students will be served according to the guidelines in section 1115(c) of the ESEA, as amended by the ESSA.
 - Eligible children from eligible populations are children identified by the school as failing, or most at risk of failing, to meet the challenging state academic standards.
 - Children who are economically disadvantaged, children with disabilities, migrant children, and English learners (ELs) are eligible for services under Title I, Part A on the same basis as other children selected to receive services.
- The TAS program shall use resources to help eligible children meet the challenging state academic standards.
- The TAS program shall serve participating students by using effective methods and instructional strategies that strengthen the academic program of the school.
- The TAS program shall coordinate with and support the regular education program of the school.
- The TAS program shall provide PD to teachers, the principal, other school leaders, paraprofessionals, and, if appropriate, specialized instructional support personnel, and other school personnel who work with eligible children in programs under this section or in the regular education program.
- The TAS program shall implement strategies to increase the involvement of parents of eligible children in accordance with section 1116 of the ESEA, as amended by the ESSA.

- The TAS program, if appropriate and applicable, shall coordinate and integrate federal, state, and local services and programs.

IV. Coordination, Technical Assistance, and Other Support

The MPS Home Office will provide the coordination, technical assistance, and other support necessary to assist all MPS schools in planning and implementing effective parent engagement activities to improve student academic achievement and school performance in the following ways:

- The MPS Home Office and school leaders will collaborate to devise a timeline for parental engagement activities throughout the school year and create a follow up tool to ensure that the activities occur.
- The MPS Home Office and school leaders will collaborate to develop the necessary technical assistance for planning and implementing effective parent engagement activities to improve student academic achievement and school performance.

V. Annual Meeting

Within 60 days of the first day of school, the School shall convene an annual meeting to which all parents of children participating in Title I, Part A programs are invited and encouraged to attend. The School will hold additional meetings to ensure the maximum parental participation, providing the same information, to be offered at flexible times, such as in the morning or evening.

The information provided at the meetings will inform parents of the School's receipt of Title I, Part A funds and the specific requirements of Title I, Part A. Additionally, parents shall be informed of their rights to be involved in Title I, Part A programs.

VI. Notice

Within 60 days of the beginning of school, the School will send [e.g., via mail, sent home with students, and/or placed in orientation packets and/or registration packets] a notice to [if in a targeted assistance school] [parents of participating children] [or if in a school with a school wide program] [all parents] containing, but not limited to, the following information:

- Information about Title I, Part A programs;
- An explanation of the requirements of Title I, Part A programs;
- A description of the rights parents have for participation in Title I, Part A programs;
- A description (including timing of meetings, location, etc.) of how parents can participate in the planning, review and/or improvement of the parent and family engagement policy, and if applicable, the schoolwide program.
- A description and explanation of the curriculum in use at the School, the forms of academic

assessment used to measure student progress and the proficiency levels students are expected to meet;

- An invitation to attend the annual meeting and additional meetings, providing information about the purpose of the meetings and the dates and times.
- A copy of the most current Parent and Family Engagement Policy and a feedback form for parents to comment on its content.

With this notice, the School will include a survey for parents to complete identifying whether they will require transportation, child care or home visits in order to participate in the parental engagement program of the School. If there is sufficient need for transportation or child care at any of the parental engagement activities identified in this policy, the School may provide such services and notify the parents of such provided services.

In addition to mailing this notice to parents of participating children, the School will post the information on its website.

VII. Title I, Part A Program Engagement

In order to engage parents in an organized, ongoing and timely way in the planning, review and improvement of Title I, Part A programs, the parent and family engagement policy, and if applicable, the schoolwide program plan, the School will engage parents of participating students as follows:

- The School will conduct at least one Family Learning Night each year where all parents of participating children will be invited to the School to learn about the different Title I, Part A programs, details of this policy, and if applicable, the schoolwide program plan. These meetings will be held at flexible times. Additionally, some may be located at community libraries or at parent volunteer homes for those who live far from the School.
- Parents not attending the Family Learning Nights will be contacted by a volunteer by telephone to encourage participation and inform them of future Family Learning Nights.
- The School will publish a regular Newsletter with notification of upcoming participation opportunities.
- Each year, the School will hold an End of School Night, at which parents of participating children will be invited to review Title I, Part A programs, the parent and family engagement policy, and if applicable, the schoolwide program plan and recommend any changes.
- **At least one** of parents of participating children will be invited to accompany School staff on retreats to participate in discussions and sessions dealing with Title I, Part A programs.
- If requested by parents of participating children, the School will schedule regular meetings where

parents are able to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children. The School will respond to such suggestions within **48 hours**.

- If the schoolwide program plan is not satisfactory to parents of participating children, the School will submit any parent comments on the plan when it submits the plan to the authorizers/CDE.

School Site Council (SSC):

- **If a SPSA is required**, the School will create a School Site Council (SSC) where it will plan, review, and improve Title I, Part A programs, the parent and family engagement policy, and if applicable, the schoolwide program plan. The SSC will meet at the School and will be composed of 10 members, selected by their peers, as follows:

Category (a):

- The school principal shall be an ex officio member of the SSC
- 3 teacher representatives selected by teachers at the school
- 1 other school personnel selected by peers at the school

Category (b):

- 5 Parents or community members and Students (Parents of students attending the school and community members selected by such parents and Students selected by students attending the school)

The SSC shall be constituted to ensure parity between the principal, classroom teachers and other school personnel; (b) parents or other community members selected by parents and pupils. Classroom teachers shall comprise the majority of persons represented under category (a). (Education Code Section 65000)

Additionally, the SSC will be involved in decisions regarding how funds reserved for parent engagement activities are allotted for those activities.

Parent Advisory Committee (PAC):

- **If a SPSA is not required**, and the LCAP can serve as the SPSA, MPS chooses to use the LCAP to serve as the SPSA. MPS will utilize our Parent Advisory Committee (PAC) in developing the LCAP. In this case, PAC will meet the educational partners engagement requirements.
- PAC will plan, review, and improve the LCAP as well as plan, review, and improve Title I, Part A programs and align them to the LCAP. PAC will also be the main committee reviewing the parent and family engagement policy, and if applicable,

other school program plans. School leadership will work closely with PAC to ensure parents are engaged in the school improvement process.

- **Parent Advisory Committee** - as used in California Education Code (EC) sections 52063 and 52069, shall be composed of a majority of parents, as defined in subdivision (e), of pupils and include parents of pupils to whom one or more of the definitions in EC Section 42238.01 apply. A governing board of a school district or a county superintendent of schools shall not be required to establish a new parent advisory committee if a previously established committee meets these requirements, including any committee established to meet the requirements of the federal No Child Left Behind Act of 2001 (Public Law 107-110) pursuant to Section 1112 of Subpart 1 of Part A of Title I of that act.

English Learner Parent Advisory Committee (ELPAC):

- **English Learner Parent Advisory Committee** - as used in EC sections 52063 and 52069 for those school districts or schools and programs operated by county superintendents of schools whose enrollment includes at least 15 percent English learners and at least 50 pupils who are English learners, shall be composed of a majority of parents, as defined in subdivision (e), of pupils to whom the definition in EC Section 42238.01(c) applies. A governing board of a school district or a county superintendent of schools shall not be required to establish a new English learner parent advisory committee if a previously established committee meets these requirements.

Consulting with Pupils:

- **Consult with Pupils** - as used in EC sections 52060, 52066, and 47606.5, means a process to enable pupils, including unduplicated pupils and other numerically significant pupil subgroups, to review and comment on the development of the LCAP. This process may include surveys of pupils, forums with pupils, pupil advisory committees, or meetings with pupil government bodies or other groups representing pupils.
- The School annually conducts student, parent, and staff surveys to improve our educational partners' school experience and to consult with them. Conducting such educational partner surveys is an essential part of the School's LCAP development process.

VIII. Building Capacity for Engagement

A. Standards, Assessments, Title I Requirements, Monitoring Progress and Improving Student Achievement

In order to ensure effective parental engagement and support a partnership among the LEA, parents and the community to improve student academic achievement, the LEA will provide the following programs to assist

parents in understanding State academic content standards and State student academic achievement standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children (collectively referred to "Standards and Requirements"):

- The LEA will encourage parents to serve on its board of directors;
- The LEA will seek input from the PAC and the SSC on ways to assist parents to understand the Standards and Requirements.
- The LEA will encourage parents to serve on its board committees.
- The LEA will regularly publish in its newsletter, and/or on its website, descriptions and explanations of State academic content standards and State student academic achievement standards, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children.
- Regular meetings will be held by the school, at community libraries and/or parent volunteer homes, to discuss how parents can work with educators to improve their child's academic achievement.
- The LEA will hold Back to School nights to introduce parents to the School's curriculum and its correlation to the State's academic content standards and academic achievement standards.
- Parents will be invited to attend regular classes to learn about State and local academic assessments and to take sample tests.

B. Helping Parents to Work with their Children

In an effort to foster parental engagement, the LEA will provide materials and training to help parents to work with their children to improve their children's achievement through the following programs:

- **Student-Teacher Portal:** MPS uses an online web portal, Infinite Campus, to enable parents, students, and teachers to communicate more efficiently. Teachers have a webpage for every class in which they post course material, homework assignments, projects, course grade statistics and records of students' grades on quizzes, tests, class participation and homework assignments. Students and parents use confidential passwords to log on.
- Families without home computers will be encouraged to come to the school and use one of the available computer stations. Classes are held at the school on how to use Infinite Campus as well as how to access it via free Internet access at public

libraries if that is more convenient than coming to the school.

- **ParentSquare:** MPS uses a unified school-to-home engagement platform called ParentSquare. This platform enables the school to send automated messages to parents with student-specific information. MPS uses ParentSquare to communicate attendance information, news and upcoming events, parent and family engagement opportunities, surveys, resources for parent education and more. With extensive student information system integration, translation to more than 100 languages and access via app, email, text, voice, and web portal, ParentSquare enables the school to engage all families, ensuring equitable communication.
- The LEA will provide parents with access to literacy programs that bond families around reading and using the public library.
- The LEA will provide annual seminars on parenting skills and parent-child communication.
- The school's psychologist will work with parents to better understand their children and the issues facing them.
- The LEA will train parents how to tutor their children in the school.
- Individualized student and parent advisory sessions: Each of LEA teachers and mentors will be assigned to a small group of students. They will arrange two to four meetings at school during the school year to discuss their students' academic achievements.
- One-on-one meetings with the parents of academically low-achieving students to support the parent in providing the student the study environment he/she needs.

C. Education on Parent Engagement

The LEA will annually educate teachers, pupil services personnel, principals and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the School. The training shall take place each year in staff orientations, annual staff development materials and other in-service trainings held throughout the school year.

In order to better understand what works best for the current parents of participating children attending the LEA's schools, the education will take place after the following research is done (which shall be accomplished within the first 90 days of the commencement of the School year):

- **Home Visits:** Research has shown that one of the keys to successful teaching and schooling is

creating personal connections with students inside and outside of school. Knowing the students' outside interests, families, and home routines, and then using this information to connect in meaningful, individualized ways can have huge rewards in helping to create happier, healthier, and smarter kids. Recognizing these facts, the LEA will use home visits as one of the important features of its education program to not only improve student and school performance, but also to identify and intervene early with low-achieving students.

The LEA teachers will visit students at their homes to enhance student learning and engagement. Family visits offer invaluable insights about students. They can provide new understanding about students' learning styles. Visits might also reveal the emotional and social needs and behaviors of students. It is helpful to know if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers can identify students' latest interests or concerns, such as a new hobby, an upcoming trip, or a change in the family.

- A phone tree will be established where volunteers call all parents of participating students to solicit feedback and ideas for building ties between parents and the LEA, how to best communicate with parents and how to work with parents as equal partners.
- A survey will be sent home to parents of participating students that solicits information on what skills each parent has to offer the LEA and what types of parental engagement programs in which parents would most likely participate.

D. Other Optional Parent Participation

- The LEA will engage parents in the development of the training regarding the importance of parent engagement for teachers, principal, and other educators to improve the effectiveness of such training.
- In order to maximize parental engagement and participation, the LEA will arrange school meetings at various times or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at the LEA.
- The LEA will adopt and implement model approaches to improving parental engagement.
- The LEA will develop appropriate roles for community-based organizations and businesses in parent engagement activities, such as sponsoring events, providing volunteers for school activities, and creating internships for students.

IX. Coordination with Other Programs

If applicable, the LEA shall, to the extent feasible and appropriate, coordinate and integrate parent engagement programs and activities with programs such as Head Start, Early Reading First, and public preschool and other programs and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.

The LEA will coordinate and integrate parent engagement programs and activities with these programs as follows: 1) requiring that the school conduct meetings involving parents, kindergarten or elementary school teachers, and Head Start teachers or, if appropriate, teachers from other early childhood development programs such as the Early Reading First program, to discuss the developmental and other needs of individual children; 2) developing and implementing a systematic procedure for receiving records regarding such children, transferred with parental consent from a Head Start program or, where applicable, another early childhood development program such as the Early Reading First program.

X. Annual Evaluation

The LEA, with the involvement of parents, shall conduct an annual evaluation of the content and effectiveness of this parent and family engagement policy in improving the academic quality of the schools served under Title I, Part A, including identifying barriers to greater participation by parents in activities under ESSA. The LEA will pay particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The LEA will use the findings of such evaluation to design strategies for more effective parental engagement and to revise, if necessary, this family and parent engagement policy.

XI. School-Parent Compact

At the beginning of each school year, the School will enter into School-Parent Compacts with parents of participating children. The School-Parent Compact will outline how parents, the entire school staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards.

The PAC will annually evaluate the effectiveness of the School-Parent Compact and provide feedback and suggestions for revision.

XII. Engagement of Parents of Limited English Proficient Students, Disabled Parents and Parents of Migratory Children

The LEA shall implement an effective means of outreach to parents of limited English proficient students to inform them regarding how they can be engaged in the education of their children, and be active participants in assisting their children to attain English proficiency, achieve at high levels in core academic subjects and meet challenging State academic achievement standards and State academic content standards

expected of all student. To accomplish this goal, the LEA will do the following:

- The LEA will hold regular meetings, and send notice of these meetings, for the purpose of formulating and responding to recommendations from parents of participating children.
- The LEA will provide language translators at parent meetings to the extent practicable.
- The LEA will schedule meetings to enable families to share information about culture, background, children's talents and particular needs for the schools.
- The LEA will provide parents of limited English proficiency with access to English as a Second Language (ESL) classes to increase their English language proficiency to assist their children with homework. The school's principal will visit the classes to interact with the parents.
- **English Learner Advisory Committee:** The English Learner Advisory Committee (ELAC) is mainly a committee of parents or other community members who want to advocate for English Learners. The committee provides parents of English Learners opportunities to learn more about the programs offered to their students and advises the principal and the PAC/SSC on programs and services for English Learners.

State law mandates each school site with 21 or more students of Limited English Proficiency (LEP) in attendance, regardless of language, to form a functioning ELAC. The ELAC will be formed at the LEA when the School has 21 or more students of LEP.

The LEA will provide full opportunities for participation of parents with disabilities and parents of migratory children. To accomplish this goal, the LEA will do the following:

- The LEA will schedule meetings to enable families to share information about culture, background, children's talents and particular needs for the schools.
- Teachers will be encouraged to make home visits to discuss student progress with the parents. Parents, students, and teachers meet throughout the year to monitor students' progress.
- Teachers will meet one-on-one with parents of such students on an as needed basis to ensure the proper supports are in place for the student.

XIII. Notices

In accordance with ESSA, the LEA will provide the following notices to parents of children attending Title I, Part A schools:

- Annual report card;
- A notice regarding the professional qualifications of the student's classroom teachers;

- The notice regarding language instruction programs;
- Any other notices required by law.

XIV. Miscellaneous

- The LEA shall ensure that all information related to LEA and parent programs, meetings and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.
- The LEA will provide other reasonable support for parental engagement activities as requested by parents.

School-Parent-Student Compact

This School-Parent*-Student Compact is adopted by the Magnolia Public Schools (MPS) (hereinafter "School") and is intended to outline how parents, the entire School staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards. To this end, the School, the Parent, and the Student roles are outlined as follows:

** Within this compact, the word "parent" is employed. This word is intended to reach any caregiver of students enrolled in the School, including but not limited to, parents, guardians, grandparents, aunts, uncles, foster parents, stepparents, etc.*

School Responsibilities

- The School will provide high-quality curriculum and instruction in a supportive and effective learning environment that enables all students to meet the State Core Curriculum Content Standards in all content areas through aligned curriculum and rigorous assessment.
- The School will provide a variety of support programs to enhance instruction at all grade levels.
- The School will send frequent reports to parents on their child's progress.
- The School will hold parent-teacher conferences during which this Compact will be discussed as it relates to the individual student's achievement. Conference dates will be listed on the school calendar and additional dates will be sent through notification by the School.
- The School will grant parents reasonable access to staff by appointment through the office.
- The School will provide parents with the ability to observe classroom activities by appointment through the office.

Parent Responsibilities

I understand that my child's studies are very important and my participation in activities at MPS is a critical component of my child's educational success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will take a positive and active role in supporting my student's education.
- I will make certain my student attends school regularly and on time.
- I will notify school when child is absent and provide appropriate documentation.
- I will ensure that my student follows the school attendance policy and dress codes.
- I will ensure that my child come to school rested, clean, well-fed, and appropriately dressed (in student uniform).
- I will notify office immediately if there is a change of home address or phone number.
- I will set aside a specific time and place for my student to do homework.
- I will support my student in completing homework, including, if necessary, limiting time watching television, computer gaming, and recreational internet use.
- I will allow my student to attend remedial and other programs offered if requested by the school as is needed for individual improvement.
- I will set up a college bound environment at home and support my student through the college admission and scholarship finding process.
- I will emphasize my child adhere to the MPS Discipline Code at all times.
- I will enforce the School Code of Conduct with my child, including ensuring my child is wearing the uniform and promoting respect for teachers and all adults and students.
- I will follow through with any problem behaviors noted by the School.
- I will attend orientation meetings prior to the start of School.
- I will communicate regularly with my student's teachers to ensure his/her academic success (includes attending at least two conferences in a school year).
- I will review information and work sent home and/or posted on-line for parents and students via the school website and the online Student Information System and respond as necessary (computer access is available for parents at School if needed).
- I will review progress reports that are sent by the School and respond as necessary.
- I will encourage positive attitudes toward school.
- I will talk with my student about what he/she is learning.
- I will expect and encourage my student to be focused on learning.
- I will expect and support my student to strive consistently to give his/her best, and to make his/her best academic progress.
- I will assure that my child does not destroy materials (textbooks, equipment, etc.) and/or MPS property.
- I will pay for any damages to materials and/or property incurred by student.
- I will assure that students do not bring destructive materials to school (markers, paint, etc.)
- I will assure that all school materials loaned to students will be returned in the condition issued (textbooks, library books, etc.) I will pay for any lost or damaged books in CASH only.
- I understand that a student's bringing or possession of any weapon is grounds for expulsion from the Charter School.
- I will complete and return all necessary school forms and documents on time as requested by school officials.
- I will try to volunteer at School when requested. (Parents/guardians are not required to volunteer for MPS.)

Student Responsibilities

I am aware of my responsibilities and will do my best to satisfy my parents'/teachers' expectations at MPS because this will help me do better in the future. I agree to really try and do the following:

- I will come to school dressed in uniform every day and on time.
- I will be prepared for all my classes with all required materials.
- I will complete class work and homework on time.
- I will do all the homework assigned to me the best way I can and ask for help when needed.
- I will strive consistently to give my best, and to make my best academic progress.
- I will act responsibly and respectfully at all times and towards all members of the school community.
- I will follow all school rules.
- I will obey the School's Code of Conduct.
- I will respect my property, that of others, and that of the School.
- I will take good care of my books, and other materials the School allows me to use.
- I will serve my community.

Parent’s Right to Know Notification for Title I Schools - Teacher Qualification Information

All parents or guardians may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum whether the student’s teacher:

- Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
- Is teaching in the field of discipline of the certification of the teacher.

In addition, parents of students attending a Title I school can request the qualifications of paraprofessionals/TAs serving their child. The following are qualification requirements for Title I paraprofessionals:

- Completed two years of study at an institution of higher education; or
- Obtained an associate’s (or higher) degree; or
- Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

Every Student Succeeds Acts (ESSA) also requires MPS to notify parents when their child has been taught for four or more consecutive weeks by a teacher who has not met State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

These requirements help us to ensure that all students receive the best education from teachers who are highly skilled and knowledgeable in their subject areas. If there is any MPS teacher who has not met all of the State certification or licensure requirements at the grade level and subject area in which he/she has been assigned, we will work closely with the teacher to ensure that he/she will meet all State certification and licensure requirements at the grade level and subject area in which he/she has been assigned in a timely manner.

Surveys

Surveys – EC 51513 and 51514

Anonymous, voluntary and confidential research and evaluation tools to measure student’s health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the student’s attitudes and practices relating to sex, family life, morality, and religion may be administered to students if the parent is notified in writing that 1) this test, questionnaire, or survey is to be administered, 2) the student’s parent is given the opportunity to review the test, questionnaire, or survey, and 3) the parent consents in writing. Questions pertaining to the sexual orientation and gender identity of a student shall not be removed from a survey that already includes them.

Annual Educational Partner Surveys

MPS annually conducts student, parent, and staff surveys to improve our educational partners’ school experience. Conducting such educational partner surveys is an essential part of MPS’ Local Control and Accountability Plan (LCAP) development process. State priority 6 under Local Control Funding Formula (LCFF) asks the schools to set annual measurable outcomes about school climate:

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents, and teachers on the sense of safety and school connectedness. (Priority 6)

MPS uses the Panorama Education online platform to conduct educational partner surveys and analyze results. Our students and staff complete the survey online while parents have access to both online and paper surveys, in English and Spanish.

The survey questions were developed by WestEd for the California Department of Education and are used by the CORE Districts. The CORE Districts are situated in Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco, and Santa Ana. Using the same survey enables MPS to compare its results with the average results of the CORE Districts.

Our typical timeline for educational partner survey implementation is January through mid-February, with the intent to receive results by the end of February so that we can analyze the results in March to inform our LCAP and budget development. The survey questions use Likert-type scale to measure school experience in four topics for students, parents, and staff. Each topic has multiple questions that allow us to further analyze why a certain topic is rated relatively high or low. Following are the topics:

Topic 1	Climate of Support for Academic Learning
Topic 2	Knowledge and Fairness of Discipline, Rules and Norms
Topic 3	Safety
Topic 4	Sense of Belonging (School Connectedness)

To further engage our educational partners in the evaluation of their experience MPS also asks three open-ended free-response questions:

1. What Do You Like Best About Your School?
2. What Do You Like Least About Your School?
3. What Is One Suggestion You Would Like to Offer to Improve Your School?

School leadership teams and the MPS Home Office teams (academics, accountability, HR) read all free responses, summarize major findings and recommendations by the educational partners, and consider all the feedback to create action steps for school improvement. The Home Office teams review the findings with each school leadership team. School leadership teams are then held accountable for sharing the survey results and findings with their educational

partners at their site (teachers, parents, etc.) and developing an action plan for improvement.

Each school leadership team is also asked to write a reflection on the survey results and findings that identifies their greatest progress, greatest needs, and ways to improve so that we can maintain and improve educational quality of our schools on an ongoing basis. The teams are typically expected to complete their reflections in March and share it with the board and public in April. The feedback collection, reflection, and planning of next steps are all an integral part of our LCAP development process.

To obtain a copy of your school's survey reflections page that informs the LCAP, please contact the school office.

Complaint Procedures

Nondiscrimination Statement & Equal Opportunity

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, citizenship, immigration status, religion, religious affiliation, sexual orientation, pregnancy status, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Educational Rights* can be reviewed via the following link:

<https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

Appendix G: Know Your Educational Rights

Your Child has the Right to a Free Public Education

- All children in the United States have a Constitutional right to equal access to free public education, regardless of immigration status and regardless of the immigration status of the students' parents or guardians.
- In California:
 - All children have the right to a free public education.
 - All children ages 6 to 18 years must be enrolled in school.

- All students and staff have the right to attend safe, secure, and peaceful schools.
- All students have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
- All students have equal opportunity to participate in any program or activity offered by the school, and cannot be discriminated against based on their race, nationality, gender, religion, or immigration status, among other characteristics.

Information Required for School Enrollment

- When enrolling a child, schools must accept a variety of documents from the student's parent or guardian to demonstrate proof of child's age or residency.
- You never have to provide information about citizenship/immigration status to have your child enrolled in school. Also, you never have to provide a Social Security number to have your child enrolled in school.

Confidentiality of Personal Information

- Federal and state laws protect student education records and personal information. These laws generally require that schools get written consent from parents or guardians before releasing student information, unless the release of information is for educational purposes, is already public, or is in response to a court order or subpoena.
- Some schools collect and provide publicly basic student "directory information." If they do, then each year, your child's school district must provide parents/guardians with written notice of the school's directory information policy, and let you know of your option to refuse release of your child's information in the directory.

Family Safety Plans if You Are Detained or Deported

- You have the option to provide your child's school with emergency contact information, including the information of secondary contacts, to identify a trusted adult guardian who can care for your child in the event you are detained or deported.
- You have the option to complete a Caregiver's Authorization Affidavit or a Petition for Appointment of Temporary Guardian of the Person, which may enable a trusted adult the authority to make educational and medical decisions for your child.

Right to File a Complaint

- Your child has the right to report a hate crime or file a complaint to the school district if he or she is discriminated against, harassed, intimidated, or bullied on the basis of his or her actual or perceived nationality, ethnicity, or immigration status.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School’s charter and relevant policies.

The Charter School does not request nor require student records prior to a student’s enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability). Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race or ethnicity, religion, religious affiliation, creed, color, citizenship, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with whom Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012

(213) 628-3634
ceo@magnoliapublicschools.org

The lack of English language skills will not be a barrier to admission or participation in Charter School’s programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Notice Under the Americans With Disabilities Act (ADA)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), MPS will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Effective Communication: MPS will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally MPS’ programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: MPS will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in MPS offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of MPS, should contact the Principal or designee hosting the event as soon as possible but no later than 48 hours before the scheduled event. For non-localized events, please contact the CEO & Superintendent of MPS to inquire about accessibility modifications.

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634
ceo@magnoliapublicschools.org

The ADA does not require MPS to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of MPS is not accessible to persons with disabilities should be directed to the CEO & Superintendent.

MPS will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Title IX

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Magnolia Public School ("MPS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. MPS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom MPS does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. MPS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. MPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634
ceo@magnoliapublicschools.org

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by MPS.

MPS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors,

programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student* or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable student to experience a substantial interference with his or her academic performance.
4. Causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by MPS.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation of another actual student for the purpose of

having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of “Cyber sexual bullying” including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in MPS’ education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that MPS investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

MPS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

MPS advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

MPS informs Charter School employees, students, and parents/guardians of MPS’ policies regarding the use of technology in and out of the classroom. MPS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

MPS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. MPS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at MPS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

MPS’ bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way

to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

MPS informs MPS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

MPS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other MPS employees who have regular interaction with students.

MPS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by MPS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

MPS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for MPS students.

Grievance Procedures

1. Scope of Grievance Procedures

MPS will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;

- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the MPS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, MPS will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634
ceo@magnoliapublicschools.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. MPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses.

Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

MPS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

MPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to MPS' education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or MPS' educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work

locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. MPS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of MPS to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of MPS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, to provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
 - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence;
 - A statement that MPS prohibits an individual from knowingly making

false statements or knowingly submitting false information during the grievance process.

resolution process, including the records that will be maintained or could be shared; and

- Emergency Removal

- MPS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with MPS' policies.
- MPS may remove a respondent from MPS' education program or activity on an emergency basis, in accordance with MPS' policies, provided that MPS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution

- If a formal complaint of sexual harassment is filed, MPS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If MPS offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal

- Obtain the parties' advance voluntary, written consent to the informal resolution process.

- MPS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- Investigation Process

- The decision-maker will not be the same person(s) as the Coordinator or the investigator. MPS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, MPS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if

any, at least ten (10) days prior to the determination of responsibility.

- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in MPS' educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable MPS policy.
 - MPS may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at MPS; or
 - The specific circumstances prevent MPS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - If a formal complaint of sexual harassment or any of the claims therein are dismissed, MPS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - MPS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of MPS' code of conduct to the facts;
 - The decision and rationale for each allegation;
 - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
 - The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from MPS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by MPS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find MPS' resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of MPS' decision or resolution, submit a written appeal to the President of the MPS Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and MPS will implement appeal procedures equally for both parties.
- MPS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location. MPS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

Complaint forms for “**Title IX, Harassment, Intimidation, Discrimination, and Bullying**” and “**Uniform Complaint Procedures**” are included at the end of this handbook and copies are also available in the school office.

Uniform Complaint Policy and Procedures

Uniform Complaint Procedures (UCP) Annual Notice

Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant and Parenting Pupils;
 - Adult Education;
 - After School Education and Safety;
 - Career Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development;
 - Compensatory Education;
 - Consolidated Application;
 - Course Periods without Educational Content;
 - Education of Pupils in Foster Care, Pupils who Are Homeless, Migratory Pupils, former Juvenile Court Pupils now Enrolled in a public school and Children of Military Families;
 - Every Student Succeeds Act;
 - Local Control & Accountability Plans (LCAP)/LCFF;
 - Migrant Education;
 - Physical Education Instructional Minutes;
 - Pupil Fees;
 - Reasonable Accommodations to a Lactating Pupil;

- Regional Occupational Centers and Programs;
- School Plans for School Achievement;
- School Safety Plans;
- Schoolsite Councils.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
 - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
 - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the CEO of Charter School or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or Local Control and Accountability Plans (“LCAP”) under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement (“SPSA”) in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

CEO and Superintendent
Magnolia Public Schools

250 E. 1st St STE 1500
Los Angeles, CA 90012
(213) 628-3634

Upon receipt of a complaint, the CEO will appropriately assign to the Principal of the MPS campus attended by the complainant. That Principal and/or designee shall investigate the complaint, with oversight by the CEO.

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which Charter School's Board of Directors approved the LCAP or the annual update was adopted by Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with Charter School, a copy of Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in Charter School's Decision is inconsistent with the law.

5. In a case in which Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 CCR § 4622.

The UCP Annual Notice, the UCP, and the complaint form for the UCP are all included in the Student/Parent Handbook. Copies are also available in the school office free of charge and on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the CEO.

Note: It is not required to use the complaint form for the UCP to file a UCP complaint. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

Magnolia Science Academy-1, 2, 3, and 5 are authorized by the Los Angeles County Board of Education.

Los Angeles County Office of Education (LACOE) Charter School Office (CSO) Contact:

- Los Angeles County Office of Education
Charter School Office
9300 Imperial Highway
Downey, CA 90242
Office Phone Line: (562) 922-8806
Comments & Concerns Line: (562) 922-8807
Office Fax: (562) 922-8805
Website: www.lacoe.edu

Magnolia Science Academy-4, 6, 7, and Bell are authorized by the Los Angeles Unified School District (LAUSD) Board of Education.

LAUSD Charter Schools Division (CSD) Contact:

- Los Angeles Unified School District
Charter Schools Division
333 S. Beaudry Ave. 20th Floor
Los Angeles, CA 90017
Main Office: (213) 241-0399
Fax: (213) 241-2054
Website: www.lausd.net

Magnolia Science Academy-San Diego is authorized by the San Diego Unified School District (SDUSD) Board of Education.

SDUSD Office of Charter Schools (OCS) Contact:

- San Diego Unified School District
Office of Charter Schools
4100 Normal Street, Annex 15
San Diego, CA 92103
Main Office: (619) 725-7107
Website: www.sandiegounified.org

Magnolia Science Academy-Santa Ana is authorized by the State Board of Education (SBE).

California Department of Education (CDE) Charter Schools Division (CSD) Contact:

- California Department of Education
Charter Schools Division
1430 N Street, Suite 5401
Sacramento, CA 95814-5901
Phone: (916) 322-6029
Fax: (916) 322-1465
Email: charters@cde.ca.gov
Website: www.cde.ca.gov

Magnolia Science Academy-Orange County is authorized by the Orange County Board of Education (OCBE).

Orange County Department of Education (OCDE) Charter Schools Unit (CSU) Contact:

- Orange County Department of Education
Charter Schools Unit
200 Kalmus Drive
Costa Mesa, CA 92626
Main Office: (714) 966-4000
Website: www.ocde.us

Uniform Complaint Procedures (UCP) Policies and Procedures

Magnolia Public Schools (“MPS” or “Charter School”) complies with applicable federal and state laws and regulations. MPS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any MPS program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant and Parenting Pupils;
 - Adult Education;
 - After School Education and Safety;
 - Career Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development;
 - Compensatory Education;
 - Consolidated Application;
 - Course Periods without Educational Content;
 - Education of Pupils in Foster Care, Pupils who Are Homeless, Migratory Pupils, former Juvenile Court Pupils now Enrolled in a public school and Children of Military Families;
 - Every Student Succeeds Act;
 - Local Control & Accountability Plans (LCAP)/LCFF;
 - Migrant Education;
 - Physical Education Instructional Minutes;

- Pupil Fees;
 - Reasonable Accommodations to a Lactating Pupil;
 - Regional Occupational Centers and Programs;
 - School Plans for School Achievement;
 - School Safety Plans;
 - Schoolsite Councils.
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
- a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
 - c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only,

may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.

- d. If MPS finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, MPS shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by MPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or MPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If MPS adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153. MPS acknowledges and respects every individual’s rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. MPS cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, MPS will attempt to do

so as appropriate. MPS may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the CEO, MPS campus Principal, or designee on a case-by-case basis. MPS shall ensure that complainants are protected from retaliation.

Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure MPS' compliance with law:

CEO and Superintendent
Magnolia Public Schools
250 E. 1st St STE 1500
Los Angeles, CA 90012
(213) 628-3634

Upon receipt of a complaint, the CEO will appropriately assign to the Principal of the MPS campus attended by the complainant. That Principal and/or designee shall investigate the complaint, with oversight by the CEO.

The CEO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CEO or designee.

Should a complaint be filed against the CEO, the compliance officer for that case shall be the President of the MPS Board of Directors.

Notifications

The CEO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy will be made available on MPS' website.

MPS shall annually provide written notification of MPS' UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in MPS speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that MPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool

programs that MPS is operating pursuant to Title 22 licensing requirements.

3. A statement that MPS is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal MPS' decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of MPS' decision, except if MPS has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals MPS' decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if MPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, MPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of MPS' UCP shall be available free of charge.

The UCP Annual Notice, the UCP, and the complaint form for the UCP are all included in the Student/Parent Handbook. Copies are also available in the school office free of charge and on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the CEO.

Note: It is not required to use the complaint form for the UCP to file a UCP complaint. If the complainant is unable to put the complaint in writing, due to a disability or

illiteracy, we shall assist the complainant in the filing of the complaint.

Procedures

The following procedures shall be used to address all complaints which allege that MPS has violated federal or state laws or regulations enumerated in the section “Scope,” above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

• **Step 1: Filing of Complaint**

Any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CEO, Principal, or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CEO, Principal, or designee shall be made in writing. The period for filing may be extended by the CEO, Principal, or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The CEO, Principal, or designee shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the MPS Board of Directors approved the LCAP or the annual update was adopted by MPS.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a

complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, MPS staff shall assist the complainant in the filing of the complaint.

• **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process. Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint. The use of mediation shall not extend MPS’ timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

• **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant’s representative to repeat the complaint orally.

The complainant and/or the complainant’s representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant’s refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant’s failure or refusal to cooperate in the investigation or the complainant’s engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

MPS’ refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

• **Step 4: Final Written Decision**

MPS shall issue an investigation report (the “Decision”) based on the evidence. MPS’ Decision shall be in writing and sent to the complainant within sixty (60) calendar days of MPS’ receipt unless the timeframe is extended with the written agreement of the complainant. MPS’ Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.

2. The conclusion providing a clear determination for each allegation as to whether MPS is in compliance with the relevant law.
3. Corrective actions, if MPS finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal MPS' Decision within thirty (30) calendar days to the CDE, except when MPS has used its UCP to address a complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of MPS' expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with MPS and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. MPS failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, MPS's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in MPS' Decision are not supported by substantial evidence.
4. The legal conclusion in MPS' Decision is inconsistent with the law.
5. In a case in which MPS' Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Principal or designee, under oversight by the CEO, shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of MPS' complaint procedures.

6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to MPS for resolution as a new complaint. If the CDE notifies MPS that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, MPS will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court. The CDE may directly intervene in the complaint without waiting for action by MPS when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, MPS has not taken action within sixty (60) calendar days of the date the complaint was filed with MPS.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of MPS' complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if MPS has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

General Complaint Procedures

The ultimate purpose of this general complaint procedure is to encourage the growth and development of MPS as a healthy community. Conflict is often a part of any development or growth process and may arise in any community. An effective process for resolving conflict is therefore both consistent with the vision and mission of MPS, and an essential component of the communication model that our School has adopted.

MPS recognizes that effective communication is paramount in effective conflict resolution and therefore strongly encourages communication strategies that include: Taking personal responsibility for one's own feelings and needs; communication that mutually acknowledges the needs and concerns of one another; and demonstrating honesty and integrity in every interaction.

LEVEL 1: Direct Resolution

If reasonably possible, general complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the person directly using conflict resolution skills without the intervention of a supervisor or other School administrator. It is the hope of MPS that most disputes can be resolved informally by direct and healthy communication between individuals. Such attempts at informal resolution should be documented in writing to assist the Principal (or CEO & Superintendent) and/or Board of Directors to participate effectively in the conflict's resolution.

Examples:

- Pedagogical issues pertaining to anything that occurs in the classroom, i.e., teaching, curriculum, classroom management, or teacher-student relationships, should be addressed directly with the class teacher. Teachers can be contacted by email, written note or via appointment.
- Complaints/concerns about employees or supervisors that do not involve complaints of discrimination or harassment or violations of law should be first addressed with the employee or supervisor directly.

If the person(s) involved are unable to resolve the conflict or complaint, the complainant should contact the immediate/appropriate supervisor in an effort to resolve the issue.

LEVEL 2: School Level Resolution

At this step, the complainant should be prepared to give details about the complaint and steps taken to resolve it. The immediate/appropriate supervisor will acknowledge receipt of the complaint in **three (3)** working days, investigate the complaint, a process which normally involves a discussion with the complainant, gathering of relevant facts and evidence, and respond to the complainant within **ten (10)** working days.

Examples:

- Pedagogical, academic or teacher related issues should be addressed with the Dean of Academics/Assistant Principal.
- Student behavior and discipline issues should be addressed with the Dean of Students/Assistant Principal.
- All other issues should be addressed with the Principal.

If the complainant is not satisfied with the response from the immediate/appropriate supervisor, e.g., Dean of Academics/Students or Assistant Principal or the complaint should be directly addressed with the Principal, the complainant should contact the Principal, who will respond within the same timeline. If the complainant is still dissatisfied, and wishes to take it further, the complainant, in writing, should bring the matter to the attention of the CEO & Superintendent of MPS in an effort to resolve the issue.

LEVEL 3: MPS Home Office ("Home Office") Level Resolution

At this step, the complainant should fill out the attached "**General Complaint Procedures Form**" giving details about the complaint and steps taken to resolve it, and contact the CEO & Superintendent of MPS at:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

The CEO & Superintendent (designee) will acknowledge receipt of the written complaint in **five (5)** working days, attempt to identify a resolution that is acceptable to both parties, within **fifteen (15)** working days of the receipt of the written complaint.

If the complainant is not satisfied with the response from the CEO & Superintendent (designee), and wishes to take it further, the complainant, in writing, should bring the matter to the attention of the MPS Board of Directors ("the Board.")

LEVEL 4: Board Level Resolution*

At this step, the complainant can file a written complaint with the Board through the Administrative Assistant at the MPS Home Office. (*Same contact information as in Level 3*) The complainant should update the "General Complaint Procedures Form" that was used in Level 3. The Administrative Assistant will acknowledge receipt of the written complaint in **five (5)** working days. The Board may consider the matter at its next regular Board meeting or at a special board meeting convened in order to meet the internal 60-day target within which MPS strives to answer the complaint. The Board may decide not to hear the complaint, in which case the CEO & Superintendent's decision will be final. If the Board hears the complaint, the Administrative Assistant will send the Board's decision to the complainant within **sixty (60)** days of the School's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. The decision of the Board shall be final.

* For MSA-San Diego, MSA-San Diego Governance Committee will work with the Principal and the Home Office in following the General Complaint Procedures to resolve internal complaints and conflicts before they escalate to the MPS Board level.

The complainant has a right to appeal the Board's decision to the California Department of Education (CDE). In that case, the complainant needs to fill out a **“Uniform Complaint Procedure Form”** - provided in this handbook – and file it within **fifteen (15)** days of receiving the decision. The appeal must include a copy of the complaint filed with the School and a copy of the Board's decision. The appeal should be sent to:

California Department of Education
1430 N Street
Sacramento, CA 95814

Complaint form for the **“General Complaint Procedures”** and the **“Uniform Complaint Procedures”** are included in the Student/Parent Handbook. Copies are also available in the school office free of charge and on the school website.

INFORMATION SHEETS & NOTICES

MAGNOLIA PUBLIC SCHOOLS
2024-25 Directory Information Release Opt-Out Form
(Applicable Only for the Current School Year)

COMPLETE THIS FORM ONLY IF YOU ARE OPTING OUT.

Student Name: _____ Date of Birth: _____
 Address: _____
 City: _____ Zip Code: _____
 Telephone No.: _____ Grade: _____
 School: _____

The primary purpose of directory information is to allow MPS to include this type of information from your child’s education records in certain school publications. Directory information includes names, addresses and telephone listings, information that is generally not considered harmful or an invasion of privacy if released.

The Family Educational Rights and Privacy Act (FERPA) permits MPS to disclose appropriately designated “directory information” without written consent, unless you have advised MPS that you do not want your student’s directory information disclosed without your prior written consent.

Directory information regarding pupil identified as a homeless child or youth shall not be released unless a parent, or eligible pupil, has provided written consent that directory information may be released.

Student Directory Information

I **do not** wish to have any directory information released to any individual or organization.

 Signature of Parent/Guardian (if student is under 18) Date

 Signature of Student (if student is 18 or older) Date

MAGNOLIA PUBLIC SCHOOLS
2024-25 Cal Grant Program Opt-Out Form
(For students in the 11th grade)

COMPLETE THIS FORM ONLY IF YOU ARE OPTING OUT.

Student Name:	<input style="width: 95%;" type="text"/>	Date of Birth:	<input style="width: 95%;" type="text"/>
Address:	<input style="width: 98%;" type="text"/>		
City:	<input style="width: 95%;" type="text"/>	Zip Code:	<input style="width: 95%;" type="text"/>
Telephone No.:	<input style="width: 95%;" type="text"/>	Grade:	<input style="width: 95%;" type="text"/>
School:	<input style="width: 98%;" type="text"/>		

A Cal Grant is money for college that does not have to be paid back. To qualify, a student must meet the eligibility and financial requirements as well as any minimum grade point average (GPA) requirements. Cal Grants can be used at any University of California, California State University or California Community College. Some independent and career colleges or technical schools in California also take Cal Grants.

In order to assist students in applying for financial aid, all students in grade 12 are automatically considered a Cal Grant applicant. Unless the school is notified while the student is in the 11th grade that he/she does not want to be considered a Cal Grant applicant, the student's GPA will be submitted to the California Student Aid Commission (CASC) electronically by a school or school district official before October 1 of the student's 12th grade year.

Please indicate below if you would not like the school to electronically send CASC the student's GPA when he/she is in the 12th grade. Until a student turns 18 years of age, only the parent/guardian may opt out the student. Once a student turns 18 years of age, only the student may opt himself/herself out, and can opt in if the parent/guardian had previously decided to opt out the student.

I **do not** want my/my student's GPA to be sent to CASC in the 12th grade.

<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Signature of Parent/Guardian (if student is under 18)	Date

<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Signature of Student (if student is 18 or older)	Date

MAGNOLIA PUBLIC SCHOOLS
2024-25 Annual Pesticide Notification Request
(Applicable Only for the Current School Year)

Parents/guardians can register with the school to receive notification of individual pesticide applications. Persons who register for this notification shall be notified at least seventy-two (72) hours prior to the application, except in emergencies, and will be provided the name and active ingredient(s) of the pesticide as well as the intended date of application.

Parents/guardians seeking access to information on pesticides and pesticide use reduction developed by the Department of Pesticide Regulation pursuant to California Food and Agricultural Code section 13184, can do so by accessing the Department’s web-site at www.cdpr.ca.gov.



Student Name: _____ Date of Birth: _____
 Address: _____
 City: _____ Zip Code: _____
 Telephone No.: _____ Grade: _____
 School: _____

I would like to be pre-notified every time a pesticide application is to take place at the school. I understand that the notification will be provided at least 72 hours before the application.

 Signature of Parent/Guardian (if student is under 18) Date

 Signature of Student (if student is 18 or older) Date

MAGNOLIA PUBLIC SCHOOLS
2024-25 Concussion Information Sheet
(Applicable Only for the Current School Year)

A concussion is a type of brain injury and all brain injuries are serious. A concussion can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. It can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. In other words, even a “ding” or a bump on the head can be serious.** You can’t see a concussion and most sports concussions occur without loss of consciousness.

WHAT ARE THE SIGNS AND SYMPTOMS OF CONCUSSION?

Signs and symptoms of concussion may show up right after the injury or may not appear or be noticed until days or weeks after the injury. If your child reports any symptoms of concussion listed below, or if you notice the symptoms or signs of concussion yourself, your child should be kept out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, determines that your child is symptom-free and able to return to play.

<i>Signs observed by coaching staff...</i>	<i>Symptoms reported by athletes.....</i>
Appears dazed or stunned	Headache or “pressure” in head
Is confused about assignment or position	Nausea or vomiting
Forgets an instruction	Balance problems or dizziness
Is unsure of game, score, or opponent	Double or blurry vision
Moves clumsily	Sensitivity to light
Answers questions slowly	Sensitivity to noise
Loses consciousness (even briefly)	Feeling sluggish, hazy, foggy, or groggy
Shows mood, behavior, or personality changes	Concentration or memory problems
Can’t recall events <i>prior</i> to hit or fall	Confusion
Can’t recall events <i>after</i> hit or fall	Just not “feeling right” or “feeling down”

Concussions affect people differently. While most athletes with concussion recover quickly and fully, some will have symptoms that last for days, or even weeks. A more serious concussion can last for months or longer. In rare cases, a dangerous blood clot may form on the brain and crowd the brain against the skull. An athlete should receive immediate medical attention if after a bump, blow, or jolt to the head or body she/he exhibits any of the following danger signs:

One pupil is larger than the other	Convulsions or seizures
Is drowsy or cannot be awakened	Cannot recognize people or places
Weakness, numbness, or decreased coordination	Repeated vomiting or nausea
Slurred speech	Has unusual behavior
A headache that not only does not diminish, but gets worse	Becomes increasingly confused, restless, or agitated
Loses consciousness	

WHY MUST AN ATHLETE BE REMOVED FROM PLAY AFTER A CONCUSSION?

If an athlete has a concussion, his/her brain needs time to heal. Continuing to play while the brain is still healing leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that young athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

IF YOU THINK YOUR CHILD HAS SUFFERED A CONCUSSION

If you suspect that your child has a concussion, remove him/her from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without written medical clearance. Do not try to judge the severity of the injury yourself. Close observation of the athlete should continue for several hours. Rest is key to helping an athlete recover from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games, may cause concussion symptoms to reappear or get worse.

California Education Code section 49475 and the California Interscholastic Federation (CIF) Bylaw 313 require implementation of long and well-established return to play concussion guidelines that help ensure and protect the health of student athletes:

Any athlete who is suspected of sustaining a concussion or head injury in an athletic activity shall be immediately removed from the athletic activity for the remainder of the day, and shall not be permitted to return to the athletic activity until he or she is evaluated by a licensed health care provider who is trained in the management of concussions and is acting within the scope of his or her practice. The athlete shall not be permitted to return to the athletic activity until he or she receives written clearance to return to the athletic activity from that licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider.

It's better to miss one game than miss the whole season.

For more information, visit: <http://www.cdc.gov/headsup/youthsports/index.html> (Centers for Disease Control and Prevention) or http://www.cifstate.org/sports-medicine/concussions/student_parents (CIF)

Cut and RETURN bottom portion only. Please keep upper portion for your information.

I have reviewed and understand the provided document regarding concussion:

Student-athlete Name	Student-athlete Signature	Date
Parent or Legal Guardian	Parent or Legal Guardian Signature	Date

MAGNOLIA PUBLIC SCHOOLS
2024-25 Prescription Opioids Information Sheet
(Applicable Only for the Current School Year)

Prescription opioids may be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

WHAT ARE THE RISKS AND SIDE EFFECTS OF OPIOID USE?

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death.

The use of prescription opioids can have a number of **side effects** as well, even when taken as directed:

- Tolerance – meaning you might need to take more of a medication for the same pain relief.
- Physical dependence – meaning you have symptoms of withdrawal when a medication is stopped.
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

RISKS ARE GREATER WITH:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Pregnancy

Avoid alcohol while taking prescription opioids. Also, unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that don't involve prescription opioids. Some of these options **may actually work better** and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider
 - Work together to create a plan on how to manage your pain
 - Talk about ways to help manage your pain that don't involve prescription opioids
 - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
 - Never sell or share prescription opioids
 - Never use another person's prescription opioids
- Store prescription opioids in a secure place and out of reach of others including visitors, children, friends, and family.
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration (www.fda.gov/Drugs/ResourcesForYou).
- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

Be Informed! Make sure you know the name of your medication, how much and how often to take it, and its potential risks and side effects.

For more information, visit: www.cdc.gov/drugoverdose/prescribing/guideline.html



Cut and RETURN bottom portion only. Please keep upper portion for your information.

I have reviewed and understand the provided document regarding prescription opioid information:

<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Student-athlete Name	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Student-athlete Signature	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Date
<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Parent or Legal Guardian	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Parent or Legal Guardian Signature	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Date

MAGNOLIA PUBLIC SCHOOLS
2024-25 Sudden Cardiac Arrest Information Sheet
(Applicable Only for the Current School Year)

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens, blood stops flowing to the brain and other vital organs. SCA is not a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure. It is fatal in 92 percent of cases if not properly treated within minutes.

WHAT ARE THE WARNING SIGNS AND RISK FACTORS OF SCA?

SCA often has no warning signs. In fact, the first symptom could be death. Athletes (and often their parents) don't want to jeopardize their playing time, so they may avoid telling parents or coaches in hopes that the symptoms will "just go away" on their own. Or, they may think they're just out of shape and need to train harder. Student athletes need to recognize and seek help if any of the conditions listed below are present.

Potential indicators that SCA is about to happen:

- Racing heart, palpitations or irregular heartbeat
- Dizziness or lightheadedness
- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise
- Excessive shortness of breath during exercise

Factors that increase the risk of SCA:

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs or excessive energy drinks

HOW CAN THE CONDITIONS OF SCA BE DETECTED?

Physical Exam and Medical History. Prior to participating in athletics, students are required to get a physical and complete a medical history. This form asks questions about family history and heart conditions. The physical exam should include listening to the heart.

Heart Screening. An electrocardiogram (ECG) is an effective diagnostic tool that detects irregularities. An abnormal ECG exam can lead to other tests like an echocardiogram, stress test, Holter monitor and more.

IF YOU THINK YOUR CHILD HAS EXPERIENCED ANY SCA SYMPTOMS

If your child has experienced any SCA-related symptoms, it is crucial to get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for the doctor's feedback before returning your child to play, and alert his/her coach, trainer and school nurse about any diagnosed conditions.

California Education Code section 33479.5 and the California Interscholastic Federation (CIF) Bylaw 503 require implementation of a sudden cardiac arrest protocol that helps ensure and protect the health of student athletes:

A student who passes out or faints while participating in or immediately following an athletic activity, or who is known to have passed out or fainted while participating in or immediately following an athletic activity, must be removed from participation at that time by the athletic director, coach, athletic trainer, or authorized person. A student who is

removed from play after displaying signs and symptoms associated with sudden cardiac arrest may not be permitted to return to participate in an athletic activity until the student is evaluated and cleared to return to participate in writing by a physician and surgeon.

For more information, visit: <http://cifstate.org/sports-medicine/sca/index>. (CIF)

Cut and RETURN bottom portion only. Please keep upper portion for your information.

I have reviewed and understand the symptoms and warning signs of SCA:

Student-athlete Name

Student-athlete Signature

Date

Parent or Legal Guardian

Parent or Legal Guardian Signature

Date

MAGNOLIA PUBLIC SCHOOLS
Certified Volunteer (C-Volunteer) Application Form

Magnolia Public Schools ("MPS") encourages parents/guardians and interested members of the community to volunteer at MPS as volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents/guardians/community members for their willingness to volunteer.

School Name/Location and School Year: [] Date: []

Name: []
Last First Middle Maiden Name/Other Names Used

Residence Address: []
Street City State Zip

Home Telephone: [] Work or Mobile Telephone: []

Emergency Contact Name and Phone: [] []

Date of Birth: [] / [] / [] CA Driver's License or ID Card: [] Yes [] No Number: []

Physical Limitations: [] Yes [] No Explain: []
[]
[]

Relationship to any student(s) or staff members at school? [] Yes [] No Explain: []
[]

Languages spoken: []

Please respond to the following: "I am interested in volunteering because []
[]
[]

Do you have any felony convictions*: [] Yes [] No If so, please list: []
[]

Have you EVER been convicted* of any sex offense for which you must register with any Law Enforcement Agency pursuant to Penal Code Section 290? [] Yes [] No

* Conviction includes a finding of guilty by a court in a trial with or without a jury or a plea or verdict of guilty.

I certify under penalty of perjury that the foregoing statements are true and complete, and I authorize MPS to complete a background check as a condition of school volunteer service, as provided by California Education Code 45125.1.

I understand that I will not receive any compensation or salary, or any other health or retirement benefits, or workers' compensation insurance coverage during this volunteer assignment. I agree to waive all claims against the MPS and hold the MPS, its officers, directors, agents, employees, authorizer, and volunteers harmless from any and all liability or claims which may arise out of or in connection with my participation in this volunteer activity.

Signature: [] Date: []

MAGNOLIA PUBLIC SCHOOLS
Volunteer Commitment and Procedures

The administration, staff, and students of Magnolia Public Schools (“MPS”) are appreciative of all persons who are willing to commit time and energy to helping students succeed and to provide an excellent place of learning for all students. Most of the MPS activities and events simply would not happen without the participation of our volunteers.

Ways a Volunteer can help

- Room Parent
- Clerical Help
- Tutoring students (e.g.: math, computer activities, reading with students, etc.)
- Morning, lunch, yard, and/or dismissal supervision
- Chaperone Field Trips
- Help with special class events (e.g.: career fairs, fundraisers, etc.)
- Athletic support

Below are ethics and **guidelines** that must be followed while you are volunteering at MPS. These guidelines are designed:

- to promote a productive and safe environment
- to set appropriate expectations
- to clarify roles & responsibilities

APPLICATION AND SCREENING

Certified Volunteers (“C-Volunteers”)

- a. Who are C-Volunteers: These are volunteers that would like to volunteer with MPS on an ongoing basis.
- b. Application Process: C-Volunteers must provide MPS with the following documents:
 - Volunteer Application Form (signed)
 - Volunteer Commitment Form (signed)
 - Fingerprinting and Background Clearance* (if volunteering outside of the direct supervision of a credentialed employee)
 - Tuberculosis risk assessment or examination*
 - Valid photo I.D. (driver’s license, passport, military ID, US or other government identification)

Single Event Volunteers (“SE-Volunteers”)

- a. Who are SE-Volunteers: These are volunteers that would like to volunteer at MPS for a one (1) day special event or activity.
- b. Application Process: SE-Volunteers are not required to submit a volunteer application but must comply with the Volunteering Guidelines below and provide MPS with a valid photo I.D.

* Volunteers will be reimbursed for eligible live scan fingerprinting and TB screening fees.

CONFIDENTIALITY: Volunteers should realize that they have a position of trust. Personal information pertaining to students or staff, as well as conversations between parents, teachers, staff members, and students **MUST** be kept confidential. Volunteers are **NOT** permitted to view any part of a student's records including test scores, report cards, attendance reports, or any other document to that would be included in student records. What you **SEE** or **HEAR** in a classroom, hallway, bathroom, on a field trip, or on the playground should be considered confidential and only discussed with a teacher, counselor or principal. For MPS to provide the best environment for learning, everyone's privacy must be respected. No gossiping will be permitted.

LIABILITY: MPS is proud to provide liability coverage and an accident policy for its volunteers, after any other valid and collectible insurance. In order to have this protection, all volunteers must sign in on MPS' volunteer / visitor sign in sheet (in every school office) every time they volunteer. Volunteers are not covered by Workers' Compensation.

CHILD NEGLECT AND ABUSE REPORTING: MPS volunteers are obligated under mandatory child reporting laws to report any suspected child neglect or abuse. Please refer to MPS mandatory reporting guidelines located in the MPS Employee Handbook.

SUPERVISION: Volunteers perform under the direction and supervision of MPS personnel. Any volunteers who are volunteering outside of the direct supervision of a credentialed employee must be fingerprinted and receive background clearance. Volunteers should know and follow MPS policies and rules. MPS, in its discretion and without a statement of reasons, may suspend any volunteer from further volunteer activities. No statement by the MPS establishes a property right to perform volunteer work.

COMMUNICATION: If you are unable to make it to school when you are expected, please call MPS and leave a message. Similarly, MPS staff will contact you if your time is cancelled or changed for any unforeseen reason. You may contact the School Office at _____, or email _____ with questions or for assistance. Please be dependable and on-time. Teachers and staff count on you!

STUDENT/VOLUNTEER RELATIONSHIP: Volunteers function in a position of trust and MPS does not extend that volunteer / student trust relationship outside of the supervised school environment. It is the responsibility of the volunteer to notify MPS immediately if he/she becomes involved with a student / family outside the school environment.

DISCIPLINE: A teacher or staff member is responsible for student discipline. If you see a child behaving in a way that endangers themselves or others, you need to stop the behavior and report it to a staff member. If a student continues to be noncompliant, disrespectful, or disruptive after a verbal warning, please notify a teacher or staff member. Student safety is the responsibility of all adults, but student discipline is the responsibility of MPS staff.

SIGN IN: Volunteers should always sign in at the front desk. A volunteer should always have a visitor's pass/sticker on while working on campus or while acting as a chaperone on a class field trip.

CELL PHONE/PHOTO/SOCIAL MEDIA: Cell phones may be used on campus however we ask that you use a "silent setting" so that the class is not disturbed. Phones should only be used for emergencies. Volunteers are not allowed to take photos or post on social media unless approved by MPS.

EMERGENCY PROCEDURES: Classroom procedures and escape routes are located in each room. Drills are performed throughout the year. During a fire drill, the entire building is evacuated and each classroom reports to a designated area outside on the MPS campus. Please take the time to familiarize yourself with these safety plans.

I have read the above information and agree to the guidelines and responsibilities.

Name

Signature

Date

MAGNOLIA PUBLIC SCHOOLS
Shadow Request Form

Visiting Person Information:

Person Visiting Is: Parent/Guardian Student Other (Please identify) _____
Parent/Guardian Name: _____
Home Address: _____
Phone #: _____ Email: _____
Student Name: _____ Date of Birth: _____ Grade: _____

If student is not a current student at MPS:

Is the student enrolled in MPS for the next school year? Yes No
Current School Name: _____
City: _____ State: _____ Country: _____
(if applicable) Health Concerns: _____

Visit Details:

Date(s) Wishing to be a Visitor: _____
Reason for Visit: _____

Signatures:

_____	_____
Visiting Student Signature	Date
_____	_____
Visiting Parent/Guardian Signature	Date

Principal's Approval:

_____	_____	_____
Signature	Date	Parent Contact Made on Date

MAGNOLIA PUBLIC SCHOOLS
Dual and Concurrent Enrollment Form

Student Information:

Last Name: [] First Name/MI: []
Grade: [] Date of Birth: [] Cumulative GPA: []

College Course Information:

College Name: []
Course Title(s): []
Course Dates/Hours: []
College Units: []

High School Equivalency Information:

(if applicable) Equivalent High School Course: []
High School Credits to Be Awarded: []
Will Course Grade Be Recorded on the High School Transcript?
[] No [] Yes (unweighted) [] Yes (weighted)

Notes: []
[]
[]
[]
[]
[]

Signatures:

[] []
Student Signature Date

[] []
Parent/Guardian/Caregiver Signature Date

High School Counselor's Approval:

[] []
Signature Date

MAGNOLIA PUBLIC SCHOOLS
General Complaint Procedures Form

Last Name: _____ First Name/MI: _____
(if applicable) Student Name: _____ Grade: _____ Date of Birth: _____
Street Address/Apt. #: _____
City: _____ State: _____ Zip Code: _____
Home Phone: _____ Cell Phone: _____ Work Phone: _____

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any MPS personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

Signature

Date

Mail complaint and any relevant documents to:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

MAGNOLIA PUBLIC SCHOOLS

Title IX, Harassment, Intimidation, Discrimination, and Bullying Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

City: _____ Zip Code: _____

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 MPS 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 or expulsion from the charter school.

Signature of Complainant

Print Name

Date

To be completed by MPS:

Received by

Date

Follow up Meeting with Complainant held on

MAGNOLIA PUBLIC SCHOOLS
Uniform Complaint Procedures Form

Last Name: _____ First Name/MI: _____
 (if applicable) Student Name: _____ Grade: _____ Date of Birth: _____
 Street Address/Apt. #: _____
 City: _____ State: _____ Zip Code: _____
 Home Phone: _____ Cell Phone: _____ Work Phone: _____
 (if applicable) Location/School/Office of Alleged Violation: _____

Note: It is not required to use this form to file a UCP complaint. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

For noncompliance allegation(s), check the program or activity referred to in your complaint, if applicable:

<input type="checkbox"/> Accommodations for Pregnant and Parenting Pupils <input type="checkbox"/> Adult Education <input type="checkbox"/> After School Education and Safety <input type="checkbox"/> Career Technical Education <input type="checkbox"/> Child Care and Development <input type="checkbox"/> Compensatory Education <input type="checkbox"/> Consolidated Application <input type="checkbox"/> Course Periods without Educational Content	<input type="checkbox"/> Education of Pupils in Foster Care, Pupils who Are Homeless, Migratory Pupils, former Juvenile Court Pupils now Enrolled in a public school and Children of Military Families <input type="checkbox"/> Every Student Succeeds Act <input type="checkbox"/> Local Control & Accountability Plans (LCAP)/LCFF <input type="checkbox"/> Migrant Education <input type="checkbox"/> Physical Education Instructional Minutes	<input type="checkbox"/> Pupil Fees <input type="checkbox"/> Reasonable Accommodations to a Lactating Pupil <input type="checkbox"/> Regional Occupational Centers and Programs <input type="checkbox"/> School Plans for School Achievement <input type="checkbox"/> School Safety Plans <input type="checkbox"/> Schoolsite Councils
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For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

<input type="checkbox"/> Age <input type="checkbox"/> Ancestry <input type="checkbox"/> Color <input type="checkbox"/> Disability (Mental or Physical) <input type="checkbox"/> Ethnic Group Identification <input type="checkbox"/> Gender / Gender Expression / Gender Identity	<input type="checkbox"/> Genetic Information <input type="checkbox"/> Immigration Status/Citizenship <input type="checkbox"/> Marital Status <input type="checkbox"/> Medical Condition <input type="checkbox"/> National Origin/Nationality <input type="checkbox"/> Race or Ethnicity	<input type="checkbox"/> Religion <input type="checkbox"/> Sex (Actual or Perceived) <input type="checkbox"/> Sexual Orientation (Actual or Perceived) <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics
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For bullying complaints not based on protected groups and other complaints not listed on this form, contact your school’s Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator.”)

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

Lined area for providing details about the complaint.

2. Have you discussed your complaint or brought your complaint to any MPS personnel? If you have, to whom did you take the complaint, and what was the result?

Lined area for discussing the complaint with MPS personnel.

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

Signature line

Signature

Date line

Date

Mail complaint and any relevant documents to:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

To be completed by MPS:

Received by line

Received by

Date line

Date

Follow up Meeting with Complainant held on line

Follow up Meeting with Complainant held on

MAGNOLIA PUBLIC SCHOOLS
Acceptable Use of Technology Agreement

As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.

I understand that use of school technology (including computers, email addresses, laptops, internet, and other technology resources) is a privilege and not a right. I understand that students who violate this policy in any way will be subject to discipline per school policies.

I understand that students will be provided a school email address and that teachers may communicate directly with students through this school email and applications including but not limited to StudentSquare, Infinite Campus, and Google Classroom. As a student, I understand and agree to utilize my school email address respectfully and professionally by 1) only using my school email address for school-related communications with my teachers, other staff, or other students as required, 2) not using my school email address to register for websites or applications unless directed by a teacher. I understand and agree that all regulations specified in the MPS Technology Policy and Acceptable Use Agreement, including the prohibition against cyberbullying, are applicable to any and all communications I send using my school-issued email address.

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages MPS property, including but not limited to MPS’s technology, equipment and networks, or fails to return MPS’s property that has been loaned to the student, the student’s parents/guardians are liable for all damages caused by the student’s misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student’s parent or guardian in writing of the student’s alleged misconduct and affording the student due process, MPS may withhold the student’s grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student’s parent/guardian are unable to pay for the damages or to return the property, MPS will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student’s grades, transcripts and diploma will be released. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

Signatures:

<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Student Name	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Student Signature	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Date	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Grade
<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Parent/Guardian/Caregiver Name	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Parent/Guardian/Caregiver Signature	<div style="background-color: #cccccc; width: 100%; height: 15px; margin-bottom: 5px;"></div> Date	

MAGNOLIA PUBLIC SCHOOLS
Receipt of and Agreement to the MPS Student/Parent Handbook
and the School-Parent-Student Compact

I have received a copy of the Magnolia Public Schools Student/Parent Handbook including the Student Use of Technology Policy-Acceptable Use of Technology Agreement, and the School-Parent-Student Compact, or I can access it at the school website. I understand that it is a source of information and a set of guidelines for implementation of school policies and procedures.

I have read, understood, and agreed to the Student/Parent Handbook and the policies within, including the Student Technology Use Policy-Acceptable Use Agreement and School-Parent-Student Compact.

I understand that Magnolia Public Schools can unilaterally rescind, modify, or make exceptions to any of these policies, or adopt new policies, at any time. I also understand that the provisions of the Handbook will control over any contrary statements, representations or assurances made by any supervisory personnel except those made in writing by the CEO & Superintendent or his or her designee.

Notes

- Please read and discuss the policies, procedures, and expectations with your child/children before signing and returning the receipt on this page.
- Each individual MPS school may include amendments into this handbook addressing local issues.
- Any changes or additions to this handbook will be given to the students and parents/guardians in writing.

Signatures:

_____	_____	_____
Student Name	Student Signature	Date

_____	_____	_____
Parent/Guardian/Caregiver Name	Parent/Guardian/Caregiver Signature	Date

(If known, circle grade and group.)

Grade:

TK	K	1	2	3	4	5	6	7	8	9	10	11	12
----	---	---	---	---	---	---	---	---	---	---	----	----	----

Group:

A	B	C	D	E	F	G	Other:
---	---	---	---	---	---	---	--------

Copy for Student File

Comprehensive School Safety Plan

Magnolia Science Academy - 3 MAGNOLIA PUBLIC SCHOOLS



1254 E Helmick St,
Carson, CA 90746
(310) 637-3806
Zekeriya Ocel, Principal
zocel@magnoliapublicschools.org

A meeting for public input was held on December 2023

Plan Revised January 29, 2024

Plan approved by MAGNOLIA PUBLIC SCHOOL GOVERNING
BOARD for review February 8, 2024

This document is available for public inspection during regular business hours at 7:30am - 4:00pm.

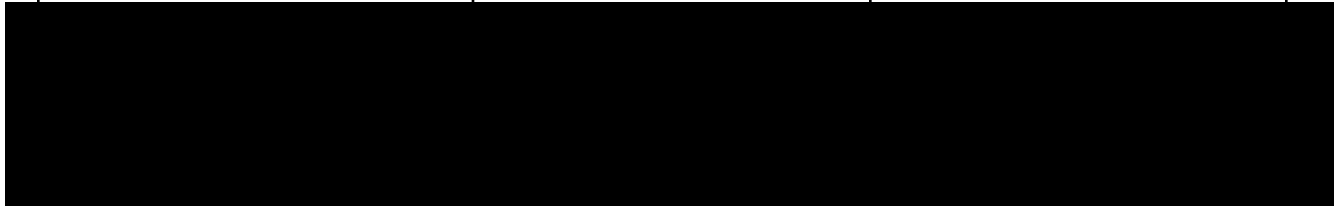
NOTE: Tactical information is excluded from the public inspection document. A "Public Inspection Log" will be used to record the name, address, phone number and method used for verifying the identity of all individuals requesting to inspect this plan. This document is not available for inspection on the internet.

Magnolia Science Academy - 3

**Comprehensive School Safety Plan
2024-2025**

MSA-3's Parent Advisory Committee certifies that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.

Name	Agency	Contact Email
------	--------	---------------



Parent Advisory Committee/Safety Planning		
Name	Title	Contact Email

Zekeriya Ocel	Principal	zocel@magnoliapublicschools.org
Asma Mana	Certificated - Math Teacher	amana@magnoliapublicschools.org
Monica Feldman	Certificated - Math Teacher	mfeldman@magnoliapublicschools.org
Karina Palazzolo	Classified - Community School Coordinator	kpalazzolo@magnoliapublicschools.org
Janet Cortez	Classified - Community School Liason	jcortez@magnoliapublicschools.org
Daniella Hernandez	Parent	N/A
Lisa Price	Parent	N/A
Ravion Harper	Parent	N/A
Felicitas Rico,	Parent	N/A
Maria Santacruz	Parent	N/A
Salomon Roman	Community Member	N/A
Sophia Hernandez, Adrian Silva	Students	N/A

Our Mission

Magnolia Public Schools provides a safe and nurturing community using a whole-child approach to provide a high-quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others.

Our Vision

Graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming traditional ideas with creative thinking, effective communication, and the rigor of science.

About our School as a Safe Place to Learn

At Magnolia Public Schools, we envision a vibrant learning community where every student feels safe, nurtured, and respected. Through proactive efforts, we foster a positive and inclusive environment that empowers students to thrive academically, socially, and emotionally.

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PURPOSE & PREPARATION

Statement of Purpose

The Comprehensive School Safety Plan is designed to foster a secure school environment, fostering an optimal learning experience and elevating student academic achievement. This plan is strategically implemented to safeguard the well-being of students and staff, offering a structured response to emergencies and a set of guidelines for preparedness. The primary objectives of this plan include:

1. Ensuring the safety and welfare of students and staff.
2. Providing a coordinated and effective response to emergency situations.
 - Encouraging collaboration among co-located schools for a unified emergency response. This collaborative effort encompasses comprehensive goals, activities, teams, and timelines, ensuring a collective commitment to the well-being of all individuals on campus.
3. Safeguarding the school's facilities and property.
4. Facilitating a swift restoration to normal conditions in the aftermath of an emergency, minimizing confusion.
5. Coordinating with local emergency services when necessary to enhance overall emergency response capabilities.

Plan Organization

Effectively managing emergencies demands a dual focus on thorough emergency preparedness and efficient emergency response capabilities. The Comprehensive School Safety Plan is organized into five essential components:

1. Purpose and Preparation: This component addresses anticipated threats and hazards to the school, emphasizing safety needs before, during, and after an incident. It serves as the proactive foundation for comprehensive emergency preparedness.
2. Prevention: Focused on education and awareness strategies, this component aims to empower members of the learning community with the knowledge and tools to prevent incidents. Proactive measures play a pivotal role in ensuring a secure environment.
3. Response: Strategies and procedures for drills and handling potential threats are outlined. This component ensures a swift and coordinated response during emergency situations, contributing to the preparedness of both students and staff.
4. Recovery: Post-incident, this component centers on establishing therapeutic rapport and utilizing school and community-based resources to address the emotional impact of the crisis. Recovery efforts are crucial for restoring a sense of normalcy within the learning community.
5. Quick Reference Guide: Serving as an internal tool, the Quick Reference Guide enables the rapid activation of the team and safety protocols specific to potential incidents within the learning community. This guide enhances the efficiency and coordination of emergency response efforts.

Safety Goals and Objectives

The emergency safety plans are carefully developed to address a range of potential crises, including natural disasters and fires. The school sites participate in regular disaster drills conducted throughout the academic year to ensure that students and staff are well-prepared for any emergency scenario. A crucial part of our planning process involves each MPS school site conducting a thorough review of school-specific data, leading to the identification of specific goals for the school year. This proactive approach ensures that our emergency preparedness measures are tailored to the unique needs and challenges of each school site, fostering a safe and secure learning environment for everyone in our community.

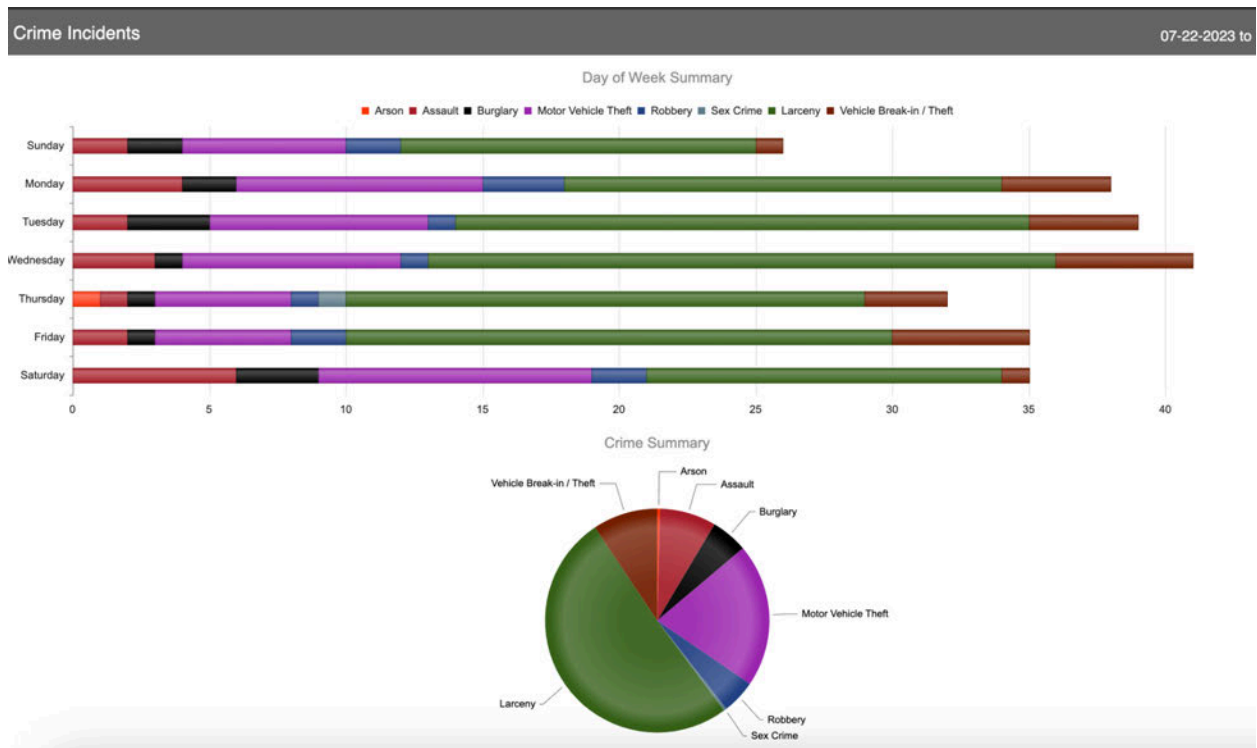
Assessment of Data

Local Crime Data

Data Source reviewed to develop statistical analysis was local Law Enforcement crime data via [crimemapping.com](https://www.crimemapping.com)

The top three crime violations in the area of 90746 ZIP CODE from 7/2023 to 11/2023:

Type	Number
Total Crimes during time period	246
Top #1	Larceny
#2	Motor Vehicle Theft
#3	Vehicle Theft / Break In



This data is represented by the following graphic pulled from source website: <https://www.crimemapping.com/map#>

School-wide Data

Data regarding school community was compiled from Infinite Campus, local records, and logs. Data was reviewed on December 1, 2023. The following data was reviewed:

	2020-21	2021-22	2022-23	2023-24 (in progress)
Suspension Data Out-of-School	0	4	5	5
Suspension Data In-School	0	1	0	1
Expulsion Data	0	1	0	0
Office Discipline Referrals ODRs	0	50	10	N/A
Average Daily Attendance (ADA) Rate	95%	90%	90%	P1 93.1%
Chronic Absenteeism Rate	9.9%	40%	36%	17.6%
Graduation Rate	97.6%	100.0%	95.9%	N/A

The committee reviewed the data and identified the appropriate strategies and programs that provide high-level school safety. Those programs and strategies include:

- Parent/Student Handbook
- School Safety Committee
- Discipline Committee
- Administration
- Local School Administration
- Parent Advisory Committee
- Parent Task Force
- Student Leadership
- Local Law Enforcement Collaboration

We will continue to review data in the upcoming academic year to continually revise and identify appropriate strategies and programs that provide/maintain a high level of school safety, both on and off campus.

Component 1: School Climate

Goal(s): All employees will uphold and implement all stated policies and procedures as noted in the school-wide safety plan.

- Objective: Annually, all employees will review the policies and procedures as noted in the comprehensive safe school plan.
- Related Activities: Review regularly during Professional Learning Sessions, completion of training through CharterSafe, committee meetings, and safety meetings.
- Resources needed: Safety plan
- Person(s) responsible for implementation: Designated Administrator, Safety Committee
- Budget: Refer to schools’ annual budget
- Evaluation guidelines: Educational Partner Surveys

Component 2: Goal#2

Goal(s): Improve Chronic Absenteeism from 36% → 20%

- Objective: At the end of the year, the absenteeism rate will be significantly lower than the previous year
- Related Activities: Review regularly during Professional Learning Sessions, communication of attendance expectations to parents Rewards for students meeting expectations.
- Resources needed: Attendance Data (Infinite Campus)
- Person(s) responsible for implementation: Designated Administrator
- Budget: Refer to schools' annual budget
- Evaluation guidelines: California Dashboard

Emergency Drills

Status Report Form

Magnolia Science Academy

DATE: _____

DRILL/EMERGENCY STATUS REPORT

RETURN TO THE ASSEMBLY AREA/INCIDENT COMMAND CENTER

TEACHER'S NAME _____ **ROOM** _____

TEACHER'S ASSISTANT'S NAME: _____ **PRESENT: YES** ___ **NO** ___

PARENT VOLUNTEER(S): _____ **PRESENT: YES** ___ **NO** ___

STUDENT VOLUNTEER(S): _____ **PRESENT: YES** ___ **NO** ___

TYPE OF EMERGENCY DRILL:

FIRE: _____ **DROP/TAKE COVER:** _____ **EARTHQUAKE:** _____ **LOCK DOWN:** _____

SHELTER IN-PLACE: _____ **EVACUATION:** _____ **OTHER:** _____

ALL STUDENTS ACCOUNTED FOR: YES: _____ **NO:** _____

MISSING OR UNACCOUNTED FOR:



INJURED STUDENTS/PERSONS & LOCATION:

STUDENT(S)	LOCATION

OTHER:

STUDENT WHO ARE ABSENT:	STUDENT WHO LEFT EARLY:

Emergency Drill Evaluation

MPS Emergency Drill Evaluation ([Google Form](#))

The MPS Emergency Drill Evaluation collects the following information:

- School site
- When did the emergency drill take place?
- Drill Type
- Date Conducted
- Time Started and Time Completion
- Alert Type
- Did everyone on campus participate?
- If parents/guardians participated, what were their roles?
- Rate students' performance of emergency procedures.
- Rate faculty's performance of emergency procedures.
- Rate emergency team performance of duties.
- Rate accounting for everyone.
- Rate alert system.
- Did the School Safety Committee and/or Emergency Team Leaders debrief after the drill?
- List the top lesson learned from this drill and how it will be addressed.
- What school-site training support would improve emergency drills and/or preparedness?

PREVENTION

Employee Preparedness

Our commitment to ensuring a safe and secure school environment involves comprehensive measures to prepare and empower our staff for effective response during emergencies. Here are the key components of our Employee Preparedness plan:

Ongoing Preparedness Measures:

- Regular review of the Comprehensive School Safety Plan and other emergency policies and procedures.
- Familiarization with each employee's role during emergency situations.
- Knowledge and evaluation of required drills, ensuring staff are well-versed in emergency response procedures.
- Familiarity with the layout of buildings, grounds, and all emergency procedures.
- Review of the locations of emergency exits, fire extinguishers, fire alarms, and emergency equipment and supplies.
- Attendance at updated training sessions covering first aid, CPR, the use of fire extinguishers, and search and rescue, as necessary.

Employee Skills

At the commencement of each school year, the School Principal or designee will seek input from instructional and non-instructional staff to identify individuals with special skills or experiences that could be beneficial during an emergency. These employees may be assigned specific emergency management roles, such as first aid, CPR, search & rescue, and fire extinguisher training and certification.

The instructional staff is responsible for the following:

- Presenting instruction to students about emergency preparedness plans and student responsibilities during major emergencies.
- Maintaining readily accessible attendance sheets for use during evacuations.
- Updating and storing classroom emergency kits in safe, accessible locations.
- Full participation in fire, earthquake, and evacuation drills.
- Developing planned activities for students during periods of confinement in emergencies.

The School Principal, or designee, is responsible for the following:

- Assigning employees to specific roles based on their skills, abilities, and normal functions.
- Ensuring that all employees are familiar with site maps, evacuation plans, and are trained in emergency response roles.
- Updating lists of employees trained in first aid, CPR, fire extinguisher use, and search and rescue, arranging for update training as necessary.
- Regularly updating site floor plans showing evacuation routes, assembly areas, emergency supplies, equipment, fire extinguishers, fire alarm pulls, master electrical panels, and main water and gas shut-off valves.
- Posting emergency procedures in visible locations across the school.
- Updating the list of disabled students or employees, arranging for evacuation assistance or other special assistance as needed.
- Testing the site warning system and ensuring signal recognition by employees and students.
- Conducting an inventory of all emergency supplies and equipment, replacing used or outdated items.
- Maintaining a list of emergency phone numbers in readily accessible locations.

Employee/Student Special Needs

Employees and students with special needs are encouraged to self-identify their specific requirements during emergencies. At the beginning of each school year, parents are asked to provide written information and

instructions concerning the specific needs of students. Areas of the school with employees and/or students with permanent mobility impairments should maintain any necessary evacuation devices on each floor where such individuals are located.

Emergency Onsite Personnel

Emergency phone contacts for staff will be kept on file at the school office. Staff with specific training in emergency response, safety, CPR, etc., will also be noted on a list kept at the school.

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 or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to Child Protective Services or law enforcement.

MPS will provide annual training on the mandated reporting requirements, using the online training module provided by MPS, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of employment.

Reportable Offenses

A mandated reporter is obligated to report whenever, in their professional capacity or within the scope of their employment, they have knowledge of or observe a child whom they know or reasonably suspect has been the victim of child abuse or neglect (Penal Code 11166).

Responsibility for Reporting

Mandated reporters must take immediate action whenever they have knowledge of or observe suspected child abuse or neglect within their professional capacity or employment scope (Penal Code 11166).

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department (Penal Code 11165.9, 11166).

- Los Angeles County 800-540-4000 or <https://reportChildAbuseLA.org>
- Orange County 714-940-1000 or 800-207-4464 and [Forms | County of Orange Social Services Agency](#)
- San Diego County 858-560-2191 or 800-344-6000

2. **Written Report**

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572) (Penal Code 11166, 11168).

3. **Confidentiality**

Mandated reporters are assured that the reporting process is confidential, and their identity will be protected. Ensuring the safety of the child is the top priority, and the reporting process is designed to support this goal.

Investigation of Suspected Child Abuse or Neglect by Peace Officers - PC 11174.3

A suspected victim of child abuse or neglect may be interviewed during school hours, on school premises, by a representative of a governmental agency investigating the case, or by the State Department of Social Services when deemed necessary. The investigation is based on a report of suspected child abuse or neglect that occurred within the student's home or out-of-home care facility. The student must be given the option of being interviewed in private or selecting a member of the school staff, whether certificated or classified, to be present at the interview.

The selected staff's role is to provide support to the student and to help the student feel as comfortable as possible; it is not to participate in the interview and discuss the case with the student. The principal or the principal's designee should remind the staff member selected of the staff member's role and the requirement to maintain confidentiality prior to the interview. The staff member selected may decline the request to be present at the interview; however, if the staff member agrees to be present, the interview must take place during school hours.

Releasing a Student to a Peace Officer - EC 48906

When a minor student is released to a peace officer for the purpose of removing the student from the school premises, a school official must take immediate steps to notify the parent or responsible relative of the student of such removal and the place to which the student is being taken.

In the case where the student is being taken into custody as a victim of suspected child abuse, the school official must provide the peace officer with the address and contact information of the student's parent. It is the responsibility of the peace officer to contact the parent.

Procedures for Safe Ingress and Egress from School

Maps, including evacuation routes, are readily available in the front office to facilitate safe movements within the school premises. These resources are easily accessible to all relevant personnel.

1. **Availability of Maps:** Maps, including evacuation routes, are readily available in the front office to facilitate safe movements within the school premises. These resources are easily accessible to all relevant personnel.
2. **Visitor Protocol:** Visitors and guests are welcome at the school, but reasonable precautions are taken to safeguard students and staff. Visitors should:
 - Report and sign in at the office.
 - Be provided with a visitor's badge.
 - Be prepared to provide identification to school personnel.
 - Respect school rules.
3. **Exterior Door Management:**
 - School personnel should ensure that all exterior doors are marked with a notice instructing visitors to report to the office first. Exterior doors, except those near the office, should remain locked to control access.

4. Staff Training:
 - School staff should receive training on how to greet visitors, with the first question being "May I help you?" Someone should greet every visitor.
5. Response to Intruders:
 - Any intruder found roaming the building without a visitor's badge or visible identification should be escorted to the office. School personnel in the office can then provide additional information or directions.
6. Progressive Response to Non-Compliance:
 - Visitors who fail to comply with school procedures should verbally be informed of the violation. If non-compliance persists:
 - Notify the office of the situation.
 - Follow the person if possible and continue to give notice of the violation of school rules.
 - Notify the police or call 911.
7. Building-Wide Notification Plan:
 - In case of an intruder(s), the office should activate a building-wide notification plan:
 - Make a PA announcement using predetermined code phrases.
 - Instruct classroom doors to be closed.
 - Advise students to remain in their current areas.

Social Climate: School and Physical Environment

At MPS, we firmly believe that safety and education are a shared responsibility among parents, teachers, and students. Our school's successful operation relies on the cooperation of everyone involved. Each group holds a responsibility to contribute, creating an environment where learning, safety, and play can harmoniously coexist. We uphold the principle that every individual, regardless of color, race, gender, popularity, ability, religion, or nationality, has the right to feel safe, secure, and accepted.

Our vision is shared through the student-parent handbook, a tool that communicates our expectations to students and parents alike. MPS is a reflection of all of us, and our policies are crafted to provide a safe and orderly environment conducive to learning. Our dedicated faculty and staff eagerly anticipate sharing their expertise in academics, special programs, and extracurricular activities.

To make MPS a thriving community, we encourage active participation from students and parents. Explore our programs, activities, and schedule, and become an engaged participant in your education through classes, clubs, and various activities. We recognize that a school environment thrives when governed by clearly defined and implemented rules. To this end, MPS has compiled a comprehensive student-parent handbook, addressing the school's regulations and policies to set a standard for the entire school community.

Effective Communication

Open and effective communication is essential for addressing issues or concerns that may arise with teachers, staff members, or administrators. We encourage both students and parents to approach the person directly involved when faced with a situation of concern.

For Students: If a student encounters a challenge at school, we believe in empowering them to communicate and seek resolution. In cases involving classroom situations or issues with teachers, we recommend the following steps:

1. Talk with the Teacher - The student should be encouraged to express their concerns directly to the teacher. Open dialogue between students and teachers is the foundation for understanding and resolving issues.
2. Talk with an Administrator - If the issue persists or if the student is uncomfortable talking directly to the teacher, the student is encouraged to approach an administrator.
3. Parental Involvement - In instances where the student is reluctant to speak with the teacher or administrator, the parent may accompany the student and facilitate the conversation with the teacher.

It is crucial to demonstrate to children how to actively and constructively solve problems. If a concern is significant enough for a child to discuss, it is equally important for them to learn how to be part of the solution. Encouraging problem-solving skills empowers students to take an active role in creating a positive and solution-oriented school environment.

Parent Concern

Addressing concerns in a timely and effective manner is crucial for fostering a positive school environment. Parents are encouraged to follow these steps when dealing with concerns:

1. **Initiate a Conversation with the Teacher.** In the initial stages of any concern, it is recommended to talk directly with the teacher. Teachers can provide insights into classroom situations from both an adult and professional perspective, often resolving misunderstandings through open communication.
2. **Follow up with the Teacher if Necessary.** If the concern persists after an initial conversation, it is advisable to revisit the issue with the teacher. Open dialogue allows for continued communication and a more in-depth understanding of the situation.
3. **Schedule an Appointment with the Administrator.** If resolution is not achieved at the teacher level, parents are encouraged to make an appointment with the relevant administrator. This step ensures that concerns are elevated to the appropriate authority for further consideration.
4. **MPS Home Office Communication.** If concerns persist even after meeting with the Principal, the parent is encouraged to complete the appropriate form available in the MPS Student-Parent Handbook. The form should include details about the complaint and the steps taken to resolve it. Once completed, contact the MPS Home Office to ensure a thorough and documented review of the matter.
5. **MPS Board Communication.** If necessary, the next level of communication involves reaching out to the MPS Board. Parents may initiate this process by revising the form originally submitted. The MPS Board will consider the matter at its next meeting, providing a transparent and structured approach to addressing concerns. In the event that the Board decides not to hear the complaint, the Superintendent's decision will be considered final.

Communication Channels. Teachers, staff, and administration are accessible through email, phone, in-person meetings, and by appointment. However, due to busy schedules, we request parents to schedule meetings in advance rather than dropping in. This ensures that everyone involved can allocate time for a focused and productive discussion.

Respectful and Constructive Communication. MPS emphasizes the importance of maintaining respectful and constructive communication. Parents are kindly requested not to "drop-in" for appointments and should avoid engaging with teachers, other parents, students, or administrators in a disrespectful or threatening manner.

Students Responsibilities

I am aware of my responsibilities and will do my best to satisfy my parents'/teachers' expectations at MPS because this will help me do better in the future. I agree to really try and do the following:

- I will come to school dressed in uniform every day and on time.
- I will be prepared for all my classes with all required materials.
- I will complete class work and homework on time.
- I will do all the homework assigned to me the best way I can and ask for help when needed.
- I will strive consistently to give my best, and to make my best academic progress.
- I will act responsibly and respectfully at all times and towards all members of the school community.
- I will follow all school rules.
- I will obey the School's Code of Conduct.
- I will respect my property, that of others, and that of the School.
- I will take good care of my books, and other materials the School allows me to use.

- I will serve my community.

Parent Responsibilities

I understand that my child's studies are very important and my participation in activities at MPS is a critical component of my child's educational success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will take a positive and active role in supporting my student's education.
- I will make certain my student attends school regularly and on time.
- I will notify school when child is absent and provide appropriate documentation.
- I will ensure that my student follows the school attendance policy and dress codes.
- I will ensure that my child come to school rested, clean, well-fed, and appropriately dressed (in student uniform).
- I will notify office immediately if there is a change of home address or phone number.
- I will set aside a specific time and place for my student to do homework.
- I will support my student in completing homework, including, if necessary, limiting time watching television, computer gaming, and recreational internet use.
- I will allow my student to attend remedial and other programs offered if requested by the school as is needed for individual improvement.
- I will set up a college-bound environment at home and support my student through the college admission and scholarship-finding process.
- I will emphasize my child adheres to the MPS Discipline Code at all times.
- I will enforce the School Code of Conduct with my child, including ensuring my child is wearing the uniform and promoting respect for teachers and all adults and students.
- I will follow through with any problem behaviors noted by the School.
- I will attend orientation meetings prior to the start of School.
- I will communicate regularly with my student's teachers to ensure his/her academic success (includes attending at least two conferences in a school year).
- I will review information and work sent home and/or posted online for parents and students via the school website and the online Student Information System and respond as necessary (computer access is available for parents at School if needed).
- I will review progress reports that are sent by the School and respond as necessary.
- I will encourage positive attitudes toward school.
- I will talk with my student about what he/she is learning.
- I will expect and encourage my student to be focused on learning.
- I will expect and support my student to strive consistently to give his/her best, and to make his/her best academic progress.
- I will assure that my child does not destroy materials (textbooks, equipment, etc.) and/or MPS property.
- I will pay for any damages to materials and/or property incurred by student.
- I will assure that students do not bring destructive materials to school (markers, paint, etc.)
- I will assure that all school materials loaned to students will be returned in the condition issued (textbooks, library books, etc.) I will pay for any lost or damaged books in CASH only.
- I understand that a student's bringing or possession of any weapon is grounds for expulsion from the Charter School.
- I will complete and return all necessary school forms and documents on time as requested by school officials.
- I will try to volunteer at School when requested. (Parents/guardians are not required to volunteer for MPS.)

School Responsibilities

- The School will provide a high-quality curriculum and instruction in a supportive and effective learning environment that enables all students to meet the State Core Curriculum Content Standards in all content areas through an aligned curriculum and rigorous assessment.
- The School will provide a variety of support programs to enhance instruction at all grade levels.

- The School will send frequent reports to parents on their child’s progress.
- The School will hold parent-teacher conferences during which this Compact will be discussed as it relates to the individual student’s achievement. Conference dates will be listed on the school calendar and additional dates will be sent through notification by the School.
- The School will grant parents reasonable access to staff by appointment through the office.
- The School will provide parents with the ability to observe classroom activities by appointment through the office.

Building Capacity for Engagement

Infinite Campus

MPS leverages the Infinite Campus online web portal to enhance efficient communication among parents, students, and teachers. Each teacher maintains a dedicated grade book for every class, providing a centralized hub for course-related information. Teachers regularly update and share course materials, homework assignments, projects, and course grade statistics, as well as detailed records of students' performance, including grades on quizzes, tests, class participation, and homework assignments. Access to these resources is secured through confidential passwords, ensuring a private and secure environment for students and parents to stay informed and engaged in their academic journey.

ParentSquare

MPS utilizes ParentSquare, a school-to-home engagement platform, to streamline communication between the school and parents. This dynamic platform facilitates automated messages tailored to individual students, delivering key information directly to parents. Utilizing ParentSquare, MPS communicates essential details such as attendance information, news updates, upcoming events, opportunities for parent and family engagement, surveys, resources for parent education, and more. With seamless integration into Infinite Campus, multilingual translation capabilities spanning over 100 languages, and versatile access through the app, email, text, voice, and web portal, ParentSquare ensures inclusive and equitable communication, fostering strong connections between the school and all families.

Parent Advisory Committee (PAC)

In adherence to the Local Control and Accountability Plan (LCAP), the invaluable input of educational partners—including students, families, staff, and community members—is paramount. To fortify the collaborative relationship among these educational partners and review the LCAP along with its various components crucial to student success, schools will host PAC (Partnership Advisory Committee) meetings. PAC meetings will replace School Site Council (SSC) gatherings, streamlining efforts to enhance meeting effectiveness and efficiency.

Scheduled throughout the school year, PAC meetings will actively engage in:

- Planning, Reviewing, and Enhancing LCAP, Title I, and Part A Programs: The committee will play a pivotal role in evaluating and refining the LCAP, Title I, and Part A programs, ensuring alignment with the overarching goals of the LCAP.
- Primary Oversight of Parent and Family Engagement Policy: PAC will serve as the primary committee responsible for reviewing and shaping the parent and family engagement policy. Additionally, if applicable, the committee will extend its purview to other school program plans, fostering a comprehensive approach to school improvement.

Collaboration between school leadership and PAC will be integral to ensuring active parental involvement in the school improvement process. This strategic shift aims to promote effective communication and collective decision-making for the betterment of our educational community.

Parent Task Force (PTF)

Our Parent Association conducts annual elections to fill key positions including President, Vice President, Treasurer, and Secretary. A consistent 10% of our parents actively participate in monthly Parent-Teacher Fellowship (PTF) meetings, creating a dedicated forum for collaborative efforts. PTF meetings serve as a platform where parents take

the lead, steering discussions and garnering support for ongoing fundraising initiatives, cultural events, and engagement opportunities designed for all families.

Led by elected PTF Committee Officers, chosen by families vested in supporting the success of all students at MPS, these meetings foster an environment of shared interest and collective dedication. Throughout these gatherings, parents collaborate, pooling their experiences and skills to strategically work towards common goals that propel student success. This approach ensures a dynamic partnership between parents and the school community, actively contributing to the holistic development and achievement of our students.

Professional Development

Professional development occurs on a regular basis to address the diverse needs of our students and their various learning styles. Prior to the start of the academic school year, teachers receive extensive training on school-wide academic expectations and how to meet the needs of all learners. Teachers are trained on the rules and regulations students are expected to uphold, including but not limited to illegal substances (drugs, alcohol, and related paraphernalia) and the risks and factors related to this. Also, training on bullying awareness and bullying prevention occur throughout the school year to help minimize bullying-related altercations.

We collaborate with outside consultants, including law enforcement, with expertise in sexual abuse and sex trafficking prevention education in accordance with EC 49380 effective January 1, 2015.

Physical Environment

MPS is dedicated to providing a safe, healthy, and nurturing environment characterized by trust, care, and professionalism. To achieve this, we have implemented a comprehensive set of health, safety, and risk management policies that comply with all applicable state and local laws and regulations. The on-site school administration consistently monitors activities to ensure the safety and security of our students. Parents and students are informed through the MPS Student-Parent Handbook about these policies, covering essential aspects of our commitment to safety.

MPS commitment extends to maintaining a drug-free, alcohol-free, and tobacco-free zone within the school premises, accompanied by a zero-tolerance policy for sexual harassment for all employees, students, and parents. Students are educated about bullying and cyberbullying through school-wide assemblies and engaging guest speakers. All staff members are designated mandated reporters for cases of child abuse or violence, further reinforcing our commitment to student well-being.

In preparation for emergencies such as natural disasters and fires, we have developed and communicated emergency safety plans. Each classroom is equipped with these plans, and disaster drills are practiced regularly throughout the year. Our collective efforts create a secure and supportive environment that fosters the academic and personal growth of our students.

Multi-Tiered System of Response to Behavior

MPS maintains as a priority reinforcing positive behavior through intervention supports. Should students continue to make poor choices the administration team and school staff will create a plan with the parent/guardian to decrease unwanted behaviors and reinforce desired behaviors. Students and guardians have access to the school SIS as a means of staying informed on student progress. The student, family, and school connection is part of the Positive Behavioral Interventions & Supports (PBIS) model for our learning community and it takes collaboration with all educational partners.

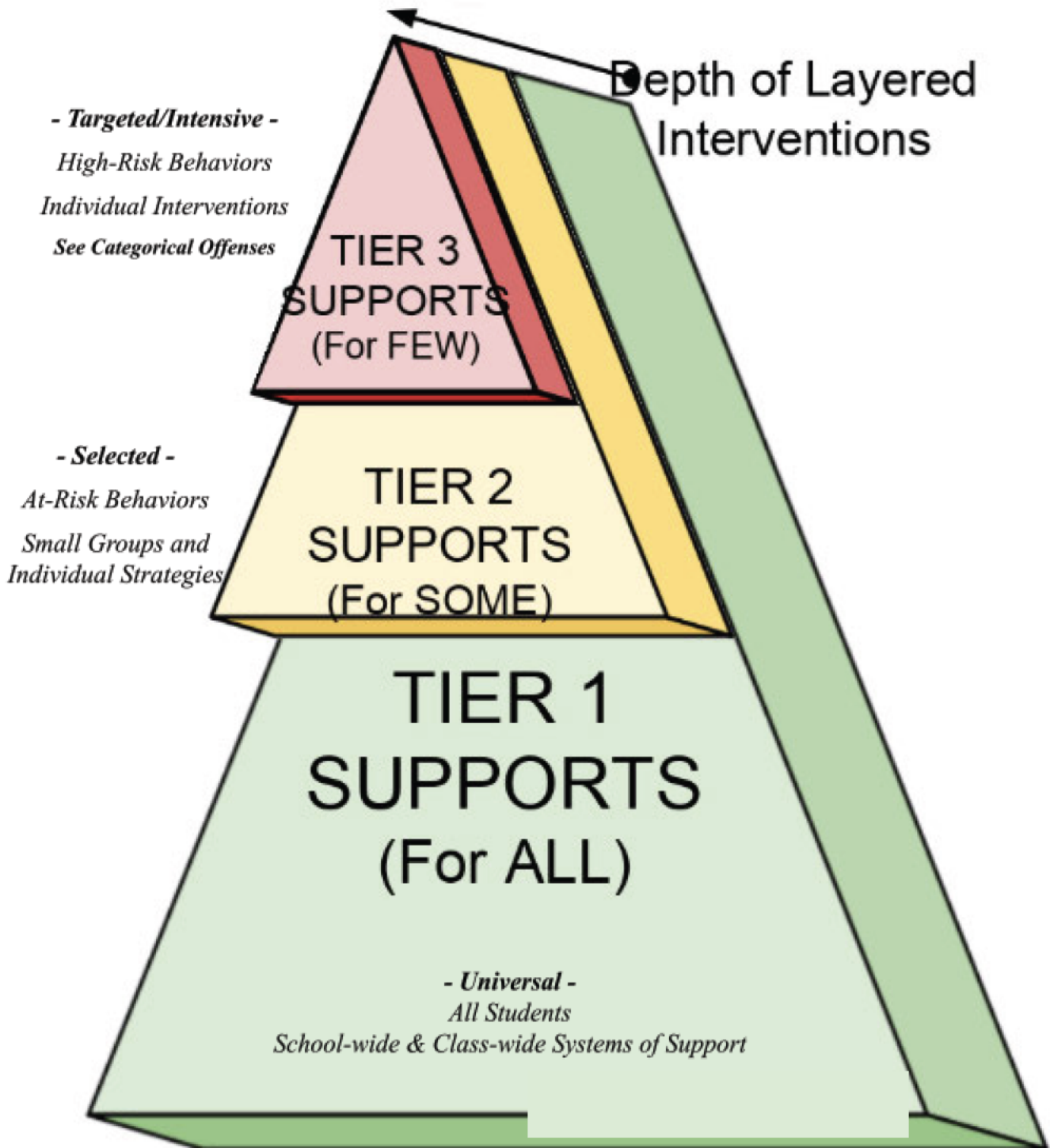
All students at MPS are entitled to the rights guaranteed by the United States Constitution, Bill of Rights, and applicable case law, and their rights will not be knowingly denied by the required code of conduct or by any disciplinary actions taken by the school. Accordingly, after an analysis of each case, any student who exhibits any of the unacceptable student behaviors listed in this handbook may incur consequences. These consequences range

from notification of parents, reflection, to emergency removal from a school activity, suspension, expulsion, and referral to appropriate law enforcement agencies.

MPS reserves the right to notify the authorities and the Department of Education as required by law relating to disciplinary actions taken. It is to be noted that MPS reserves the right to discipline any act that has a nexus with MPS or the school community and causes a substantial disruption to the normal operation of the School. In other words, MPS may discipline behavior at school or at a school-related or school-sponsored function or any activity or any act that causes a substantial disruption to the school environment or that is performed with/on/by/via school equipment or school property. MPS respects and observes the rights of students to lawful student expression, as outlined in the “MPS Student Freedom of Speech/Expression Policy” available in the office of each MPS school.

The following charts and tables delineate unacceptable types of behavior in three levels and possible interventions as part of MPS’ system of response to behavior.

Multi-Tiered System of Response to Behavior

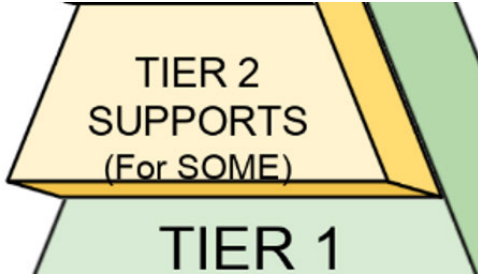


TIER 1 SUPPORTS (For ALL) *- Universal -*

Examples of Classroom, Support, and Teacher-Led Responses

These interventions are designed to teach appropriate behavior so that students may contribute to the learning community within the classroom environment. Teachers are encouraged to try a variety of instructional and classroom management strategies to support all learners.

Level 1 Infractions	Interventions
<ul style="list-style-type: none"> ● Invading personal space ● Antagonizing others ● Violation of school/class rules ● Horseplaying ● Violating off-limits/restricted area ● Habitually tardy and/or not being in assigned location ● Disrupting the learning environment/Off task ● Littering ● Not having proper materials, supplies, and/or equipment for class participation ● Inappropriate use of electronic devices ● Dress code violation ● Inappropriate language/actions (hurtful, vulgar, gossip, etc.) ● Passive participation in hurtful acts/words against others ● Lewd or inappropriate displays of affection ● Refusing to cooperate and comply with school rules/personnel 	<ul style="list-style-type: none"> ✓ School-wide PBIS ✓ Social-emotional learning program ✓ Proactive classroom management ✓ Regular, preemptive communication with families ✓ Classroom incentives ✓ Seating, assignment, behavioral accommodations ✓ Conferencing with student(s) and parents ✓ Verbal correction and redirection ✓ Reminders, role-play, daily progress sheet ✓ Loss of classroom privileges ✓ Written and/or verbal reflection

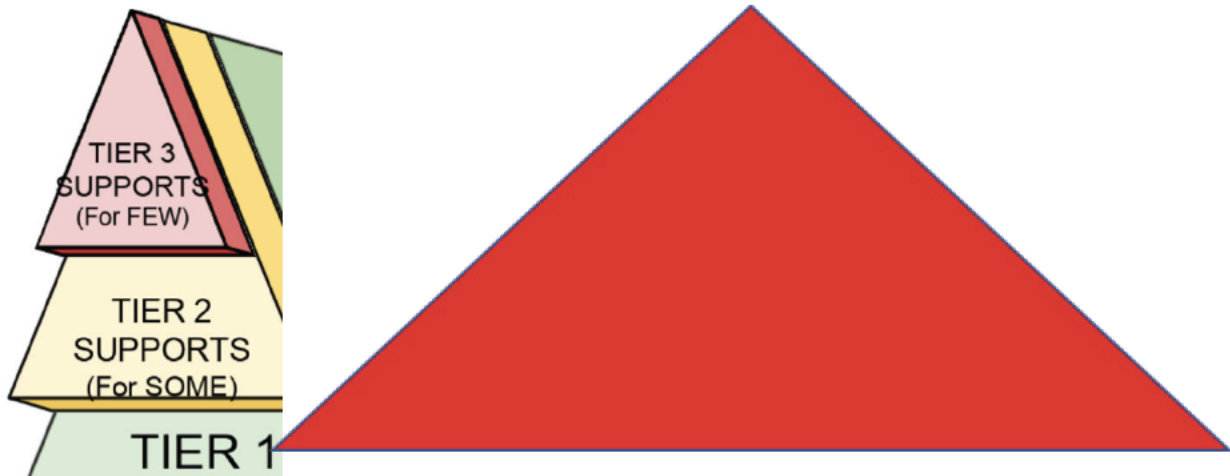


- Selected -

Examples of Support, Removal and Administrative Responses

These responses engage the students' support system to ensure successful learning and to alter conditions that are inappropriate or disruptive.

Level 2 Infractions	Interventions
<ul style="list-style-type: none"> ● Using/possessing tobacco and/or lighter ● Violating traffic or safety regulations ● Encouraging other students to violate school rules ● Leaving school and/or school bus without permission ● Fighting and/or arranging altercations ● Using objects inappropriately (i.e., the use of an object to harm others or damage property) ● Physical assault without serious bodily injury (i.e., pushing with intent, kicking, hitting, pinching, spitting) ● Defacing and/or vandalism of school property ● Plagiarism/academic dishonesty ● Leaving school or classroom without permission (truancy) ● Improper use of computer (e.g., viewing unauthorized websites, cheating, overriding district filter, etc.) ● Stealing and/or possessing stolen property ● Failure to attend to/complete assigned restorative action ● Gambling or Extortion ● Habitual violations of school/class rules ● Forgery of signatures ● Sexually explicit behavior ● Planning and/or arranging actions with malicious intent ● Writing or drawing obscene /profane language/pictures ● Harassment (i.e., physical, verbal, and sexual) ● Bullying/cyberbullying ● Violation of personal boundaries ● Refusing to cooperate and comply with school rules/personnel 	<ul style="list-style-type: none"> ✓ Behavioral contract ✓ Self-monitoring ✓ School-home communication ✓ Adult or peer mentorship ✓ Utilize check-in and check-out system ✓ Intensive academic and/or social support ✓ Reflection (lunch, after school, Saturday, etc.) ✓ Refer student to SSPT ✓ Loss of privileges ✓ Counseling ✓ Temporary removal from class ✓ Extended school day ✓ Suspension and/or expulsion



Level 3 Infractions	Interventions
<ul style="list-style-type: none"> ● Physically assaulting with serious bodily injury ● Conduct or habits injurious to others (peers/authority) ● Using/possessing controlled and/or dangerous substances and/or paraphernalia ● Bullying (harassing, intimidating, cyberbullying) ● Fighting and/or arranging altercations ● Using/possessing weapons and/or weapon paraphernalia including but not limited to those prohibited under federal law ● Harassment (i.e., physical, verbal, and sexual) ● Arson, attempting to commit arson and/or possession of explosives/fireworks (i.e., smoke bombs, sink bombs, etc.) ● Causing a false fire alarm ● Making a bomb/explosive threat ● Encouraging other students to violate school rules ● Student hazing ● Using gang and/or secret society symbols/acts ● Inappropriate use of electronic devices ● Public displays of sexually explicit behavior ● Defacing and/or vandalism of school property ● Gambling ● Habitual violations of school/class rules ● Forgery of signatures ● Stealing and/or possessing stolen property ● Improper use of computer (e.g., viewing unauthorized websites, cheating, overriding school filter, etc.) ● Sexual explicit behavior, Lewd Conduct, Writing or drawing obscene /profane language/pictures 	<ul style="list-style-type: none"> ✓ All Tier 1 and Tier 2 interventions ✓ FBA-based behavior intervention plans ✓ Teaching replacement behavior ✓ Home and community supports ✓ Self-management program ✓ Restricted access ✓ In-school reflection and/or suspension ✓ Short-term out-of-school suspension ✓ Extended out-of-school suspension ✓ Request for alternate educational setting ✓ Suspension and/or expulsion

Suspension and Expulsion Policy and Procedures

"The procedures by which pupils can be suspended or expelled." (Ed. Code § 47605(b)(5)(J).)

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at Magnolia Public Schools ("MPS" or "Charter School"). In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to an annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons

including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, reflection during and after school hours, use of alternative educational environments, suspension and expulsion.

Positive Behavioral Interventions & Supports (PBIS)

Positive Consequences:

MPS school staff has committed itself to encouraging and supporting the attainment of academic skills as well as social skills, such as listening, friendship-making, problem-solving, and alternatives to aggression. To inspire and encourage students to develop their potential in all of these areas, the following reinforcements will be used for positive behavior:

- Individual awards/recognition
- Classroom awards/recognition
- Certificates
- Displays
- Positive contact with parent/guardian
- Special activities (field trips, movie nights, picnics, etc.)
- Publications
- Assemblies
- Positive SIS points

Positive student behavior and improvements will be acknowledged and encouraged by the MPS staff. Teachers will not only report discipline issues in the school information system but also positive behaviors and accomplishments. Parents will also be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

Alternatives to Suspension and/or Expulsion

To intervene in student behavior, MPS has a progressive discipline plan in place at each of its schools. This plan is published at the beginning of each school year in the Parent/Student handbook. The handbook also includes a school-parent-student compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will develop a partnership to help children achieve high academic and behavior standards. The discipline plan includes information about student expectations and the progression of disciplinary procedures from day-to-day discipline to suspension and expulsion.

MPS believes that alternatives to suspension align with our schoolwide positive behavior support plan. Following is a list of alternatives to be considered before suspending a student: warning, phone call home, parent conference, teacher/administrative reflection, written assignment/research/presentation, loss of privileges, behavior contract, parent shadowing, mentorship (peer/teacher), referral (counseling, SSPT, Dean /Principal), assigning volunteer work/community service, Saturday school, and in-school suspension.

Reflection

Reflection will be held on the assigned day either during the lunch period or after school for up to 60 minutes. Students will have at least one (1) day notice that they must serve a reflection that is longer than twenty (20) minutes in order to make arrangements to be picked up from school. Parents may request in person a delay of the reflection; no phone calls, emails, or notes will be accepted for this request.

In School Suspension

Notice of In School Suspension (ISS) and the reasons for the ISS will be given to the student and the parent in writing. The student will remain on campus during school hours in a designated area, not in their regular class setting. The student will have no or limited contact with students and teachers while serving an ISS. The student is expected to complete their classroom assignments and school community service during ISS.

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

Discretionary Suspension Offenses: Students may be suspended when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is

officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.

- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - (d) An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4..

If it is determined by the Administrative Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student’s parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent/guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the student and the student’s parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student’s parent/guardian, unless the student and the student’s parent/guardian fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 48913.5, upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 48913.5(b), if a homework assignment that is requested pursuant to Section 48913.5(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

5. Suspension Appeals

Students and parent/guardian may appeal a suspension within five (5) school days of the suspension. This appeal will be made in writing to the Principal and heard by a Reflection Committee. The Reflection Committee is an advisory committee to the Principal, trained quarterly in restorative practices and PBIS, and will comprise of at least one school administrator (serves as procedural advisor), and at least two teachers, and may also include a non-certificated employee. All Reflection Committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the Reflection Committee is final and will be delivered to the parent/guardian in a written response. Based on the information submitted or requested, the Reflection Committee may make one of the following decisions regarding the suspension:

- Uphold the suspension
- Determine that the suspension was not within school guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record or shared with anyone not directly involved in the proceedings.

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the Student nor a member of the Charter School Board of Directors. The Administrative Panel shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

It is preferable for the Administrative Panel members to have experience in education law and student discipline. Typical Administrative Panel members include teachers, school administrators and Home Office Chiefs/Directors. The Home Office will coordinate all administrators and teachers who serve on the Reflection Committee at their school sites to be "on call" for a particular month should their presence be needed at an Administrative Panel hearing. The Administrative Panel may expel any student found to have committed an expellable offense.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the

Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of MPS' disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearing Involving Sexual Assault or Battery Offenses

MPS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) calendar days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.
2. MPS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness

to the witness stand.

7. If one or both of the support persons is also a witness, MPS must present evidence that the witness' presence is both desired by the witness and will be helpful to MPS. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to their previous educational program.

The Administrative Panel may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Administrative Panel. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Administrative Panel may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Administrative Panel revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Administrative Panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Administrative Panel shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

Written Notice to Expel

The Principal or designee, following a decision of the Administrative Panel to expel, shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MPS
3. The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

Disciplinary Records

MPS shall maintain records of all student suspensions and expulsions at MPS. Such records shall be made available to the authorizer upon request.

Expulsion Appeals

In order to appeal an expulsion, the student/parent/guardian must submit a written appeal to the CEO of MPS outlining the reason for the appeal, attaching any supporting documentation, within ten (10) calendar days of being informed of the expulsion.

In response to the written request for an appeal, the CEO of MPS shall call a meeting of the Board of Directors. The Board shall convene a hearing on the appeal within fifteen (15) working days of receipt of a timely written request for an appeal. *(This timeline supersedes the timeline statement in the charter petition if different.)*

At the hearing on the appeal, the student shall have the right to present evidence. The Board will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interest of the student and MPS. That decision shall be final.

Interim Placement

MPS shall be responsible for the appropriate interim placement of students during and pending the completion of the MPS's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

MPS shall work with the District for an interim placement or other alternative programs. Should MPS determine after the referral that the student will remain at MPS pending the expulsion hearing based on the best interest of

the student, or if MPS secures another alternative interim placement at another charter school or school within its CMO, if appropriate and aligned with applicable charter petitions, MPS will notify the District of such determination.

Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Administrative Panel at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal's or designee's determination. The Board shall then make a final decision regarding the readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA/District

The Charter School shall immediately notify the SELPA/District and coordinate the procedures in this policy with the SELPA/ District of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as

appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to

others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Students with an IEP

If a student has an IEP, that IEP and any applicable behavior plan shall be followed, according to state and federal law. If the behavior(s) worsens or the frequency increases, the student's IEP team may meet to review the plan and its implementation and modify it, as necessary, to address the behavior(s). Special Education staff, general education staff, parents, and related service providers specified in the IEP must be informed and involved.

MPS follows state and federal laws regarding discipline, including suspension and expulsion, of students with disabilities. See above: Suspension and Expulsion Procedures for more information.

Procedures for Notifying Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

This notification will be provided on our school letterhead:

To: ALL CERTIFICATED STAFF
From: **Admin**
Re: Student Suspension Information

Education Code 49079 and Welfare and Institutions Code 827 require that teachers be notified of the reason(s) a student has been suspended.

We have incorporated this notification into the existing "Attendance Reporting screen". On the daily attendance report, when a student is suspended, it will show in Infinite Campus. *The information provided is for the student's current teachers only. All information regarding suspension and expulsion is **CONFIDENTIAL**, and is not to be shared with any student(s) or parent(s). Teachers are asked to secure the list so students and others may not view it.*

The following are examples of Ed. Code 48900 and 48915 violations that may appear on your report.

E.C. 48900

- a(1) Cause, attempted to cause, or threatened to cause physical injury to another person
- a(2) Willfully used force or violence upon the person of another, except in self-defense
- (b) Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object
- (c) Unlawfully possessed, used, sold or otherwise furnished, or been under the influence of, a controlled substance, alcoholic beverage, or an intoxicant of any kind
- (d) Unlawfully offered, arranged or negotiated to sell a controlled substance, alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person an imitation
- (e) Committed or attempted to commit robbery or extortion
- (f) Caused or attempted to cause damage to school or private property
- (g) Stolen or attempted to steal school or private property
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity
- (j) Unlawfully possessed or unlawful offered, arranged, or negotiated to sell drug paraphernalia
- (k) Disrupted school activities or willfully defied the valid authority of school personnel (Grades 9-12 only)
- (l) Knowingly received stolen school or private property
- (n) Committed or attempted to commit a sexual assault or committed a sexual battery
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma
- (r) Engaged in an act of bullying
- (t) Aided and abetted the infliction or attempted infliction of physical injury or serious bodily injury to another person
- .2 Committed sexual harassment (Grades 4-12 only)
- .3 Caused, attempted to cause, threatened to cause, or participated in an act of, hate violence (Grades 4-12 only)
- .4 Intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils (Grades 4-12 only)
- .7 Made terroristic threats against school officials or school property, or both

E.C. 48915(a)(1)

- A. Causing serious physical injury to another person, except in self-defense
- B. Possession of a knife or other dangerous object.
- C. Unlawful possession of any controlled substance.
- D. Robbery or extortion.
- E. Assault or battery upon a school employee.

E.C. 48915(c)

- 1. Possessing, selling or otherwise furnishing a firearm.
- 2. Brandishing a knife at another person.
- 3. Unlawfully selling a controlled substance.
- 4. Committing or attempting to commit a sexual assault or committing a sexual battery
- 5. Possession of an explosive

If you have any questions or want more information, please see me.

**Sample
Confidential
Memorandum**

To: _____, Teacher
From: _____, Principal
Date:

Re: Students having committed specified crime

The student named below has been convicted of a penal code violation.

Welfare and Institutions Code 827 requires teachers to be informed when a student has engaged in certain criminal conduct.

NOTE: SUCH INFORMATION IS CONFIDENTIAL AND CANNOT BE FURTHER DISSEMINATED BY THE TEACHER OR OTHERS. UNLAWFUL DISSEMINATION OF THIS INFORMATION IS PUNISHABLE BY A SIGNIFICANT FINE. (EC 49079)

PLEASE DESTROY THIS NOTE IMMEDIATELY AFTER READING.

_____ was found to have committed the following criminal activity:

If you have any questions, please see me.
Principal

Title IX

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Magnolia Public School ("MPS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. MPS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom MPS does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. MPS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. MPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX, Harassment, Intimidation, Discrimination, and Bullying Coordinator ("Coordinator")

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634
ceo@magnoliapublicschools.org

Definitions - Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or

- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by MPS.

MPS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults.
 - o Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - o Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - o Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.

- o Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- o Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student* or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable student to experience a substantial interference with his or her academic performance.
4. Causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by MPS.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of "Cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in MPS’ education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that MPS investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

In accordance with existing discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

Bullying and Cyberbullying Prevention Procedures

MPS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

MPS advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

MPS informs Charter School employees, students, and parents/guardians of MPS’ policies regarding the use of technology in and out of the classroom. MPS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

MPS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. MPS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at MPS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

MPS’ bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

MPS informs MPS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

MPS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other MPS employees who have regular interaction with students.

MPS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by MPS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

MPS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for MPS students.

Grievance Procedures

1. Scope of Grievance Procedures

MPS will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the MPS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, MPS will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for

assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634
ceo@magnoliapublicschools.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. MPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

MPS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

MPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to MPS' education program or

activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or MPS' educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. MPS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of MPS to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of MPS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, to provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
 - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence;
 - A statement that MPS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - MPS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with MPS' policies.
 - MPS may remove a respondent from MPS' education program or activity on an emergency basis, in accordance with MPS' policies, provided that MPS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
 - If a formal complaint of sexual harassment is filed, MPS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If MPS offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - MPS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. MPS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
 - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
 - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
 - Prior to completion of the investigative report, MPS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
 - The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in MPS' educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed.

However, such a dismissal does not preclude action under another applicable MPS policy.

- MPS may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at MPS; or
 - The specific circumstances prevent MPS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- If a formal complaint of sexual harassment or any of the claims therein are dismissed, MPS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- **Determination of Responsibility**
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - MPS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of MPS' code of conduct to the facts;
 - The decision and rationale for each allegation;
 - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
 - The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from MPS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by MPS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find MPS' resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of MPS' decision or resolution, submit a written appeal to the President of the MPS Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and MPS will implement appeal procedures equally for both parties.
- MPS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location. MPS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

MPS is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law. Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a policy, productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal (or MPS Human Services for MPS employees).

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

Unwanted sexual advances, propositions or other sexual comments, such as:

- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPS Policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation in an investigation, filing of a complaint or reporting sexual harassment.

MPS will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

MAGNOLIA PUBLIC SCHOOLS

Title IX, Harassment, Intimidation, Discrimination, and Bullying Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

City: _____ Zip Code: _____

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 MPS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Print Name

Date

To be completed by MPS:

Received by

Date

Follow up Meeting with Complainant held on

Uniform Complaint Policy and Procedures

Uniform Complaint Procedures (UCP) Policies and Procedures

Magnolia Public Schools (“MPS” or “Charter School”) complies with applicable federal and state laws and regulations. MPS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any MPS program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant and Parenting Pupils;
 - Adult Education;
 - After School Education and Safety;
 - Career Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development;
 - Compensatory Education;
 - Consolidated Application;
 - Course Periods without Educational Content;
 - Education of Pupils in Foster Care, Pupils who Are Homeless, Migratory Pupils, former Juvenile Court Pupils now Enrolled in a public school and Children of Military Families;
 - Every Student Succeeds Act;
 - Local Control & Accountability Plans (LCAP)/LCFF;
 - Migrant Education;
 - Physical Education Instructional Minutes;
 - Pupil Fees;
 - Reasonable Accommodations to a Lactating Pupil;
 - Regional Occupational Centers and Programs;
 - School Plans for School Achievement;
 - School Safety Plans;
 - Schoolsite Councils.
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

- b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
- d. If MPS finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, MPS shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by MPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or MPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If MPS adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153. MPS acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. MPS cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, MPS will attempt to do so as appropriate. MPS may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or

proceedings, as determined by the CEO, MPS campus Principal, or designee on a case-by-case basis. MPS shall ensure that complainants are protected from retaliation.

Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure MPS' compliance with law:

CEO and Superintendent
Magnolia Public Schools
250 E. 1st St STE 1500
Los Angeles, CA 90012
(213) 628-3634

Upon receipt of a complaint, the CEO will appropriately assign to the Principal of the MPS campus attended by the complainant. That Principal and/or designee shall investigate the complaint, with oversight by the CEO.

The CEO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CEO or designee.

Should a complaint be filed against the CEO, the compliance officer for that case shall be the President of the MPS Board of Directors.

Notifications

The CEO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy will be made available on MPS' website.

MPS shall annually provide written notification of MPS' UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in MPS speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that MPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that MPS is operating pursuant to Title 22 licensing requirements.
3. A statement that MPS is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal MPS' decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of MPS' decision, except if MPS has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals MPS' decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended

by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

9. A statement that if MPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, MPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of MPS' UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that MPS has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CEO, Principal, or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CEO, Principal, or designee shall be made in writing. The period for filing may be extended by the CEO, Principal, or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The CEO, Principal, or designee shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the MPS Board of Directors approved the LCAP or the annual update was adopted by MPS.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, MPS staff shall assist the complainant in the filing of the complaint.

Step 2: Mediation

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process. Before initiating the mediation of an unlawful discrimination, harassment,

intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint. The use of mediation shall not extend MPS' timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

MPS' refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Final Written Decision

MPS shall issue an investigation report (the "Decision") based on the evidence. MPS' Decision shall be in writing and sent to the complainant within sixty (60) calendar days of MPS' receipt unless the timeframe is extended with the written agreement of the complainant. MPS' Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether MPS is in compliance with the relevant law.
3. Corrective actions, if MPS finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal MPS' Decision within thirty (30) calendar days to the CDE, except when MPS has used its UCP to address a complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of MPS' expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with MPS and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. MPS failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, MPS's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in MPS' Decision are not supported by substantial evidence.
4. The legal conclusion in MPS' Decision is inconsistent with the law.
5. In a case in which MPS' Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Principal or designee, under oversight by the CEO, shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of MPS' complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to MPS for resolution as a new complaint. If the CDE notifies MPS that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, MPS will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court. The CDE may directly intervene in the complaint without waiting for action by MPS when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, MPS has not taken action within sixty (60) calendar days of the date the complaint was filed with MPS.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of MPS' complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if MPS has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

MAGNOLIA PUBLIC SCHOOLS

General Complaint Procedures Form

Last Name: _____ First Name/MI: _____

(if applicable) Student Name: _____ Grade: _____ Date of Birth: _____

Street _____ Address/Apt. _____ #:

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any MPS personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.
I have attached supporting documents. Yes No

Signature

Date

Mail complaint and any relevant documents to:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

General Complaint Procedures

The ultimate purpose of this general complaint procedure is to encourage the growth and development of MPS as a healthy community. Conflict is often a part of any development or growth process and may arise in any community. An effective process for resolving conflict is therefore both consistent with the vision and mission of MPS, and an essential component of the communication model that our School has adopted.

MPS recognizes that effective communication is paramount in effective conflict resolution and therefore strongly encourages communication strategies that include: Taking personal responsibility for one's own feelings and needs; communication that mutually acknowledges the needs and concerns of one another; and demonstrating honesty and integrity in every interaction.

LEVEL 1: Direct Resolution

If reasonably possible, general complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the person directly using conflict resolution skills without the intervention of a supervisor or other School administrator. It is the hope of MPS that most disputes can be resolved informally by direct and healthy communication between individuals. Such attempts at informal resolution should be documented in writing to assist the Principal (or CEO & Superintendent) and/or Board of Directors to participate effectively in the conflict's resolution.

Examples:

- Pedagogical issues pertaining to anything that occurs in the classroom, i.e., teaching, curriculum, classroom management, or teacher-student relationships, should be addressed directly with the class teacher. Teachers can be contacted by email, written note or via appointment.
- Complaints/concerns about employees or supervisors that do not involve complaints of discrimination or harassment or violations of law should be first addressed with the employee or supervisor directly. If the person(s) involved are unable to resolve the conflict or complaint, the complainant should contact the immediate/appropriate supervisor in an effort to resolve the issue.

LEVEL 2: School Level Resolution

At this step, the complainant should be prepared to give details about the complaint and steps taken to resolve it. The immediate/appropriate supervisor will acknowledge receipt of the complaint in **three (3)** working days, investigate the complaint, a process which normally involves a discussion with the complainant, gathering of relevant facts and evidence, and respond to the complainant within **ten (10)** working days.

Examples:

- Pedagogical, academic or teacher related issues should be addressed with the Dean of Academics/Assistant Principal.
- Student behavior and discipline issues should be addressed with the Dean of Students/Assistant Principal.
- All other issues should be addressed with the Principal.

If the complainant is not satisfied with the response from the immediate/appropriate supervisor, e.g., Dean of Academics/Students or Assistant Principal or the complaint should be directly addressed with the Principal, the complainant should contact the Principal, who will respond within the same timeline. If the complainant is still dissatisfied, and wishes to take it further, the complainant, in writing, should bring the matter to the attention of the CEO & Superintendent of MPS in an effort to resolve the issue.

LEVEL 3: MPS Home Office ("Home Office") Level Resolution

At this step, the complainant should fill out the attached "**General Complaint Procedures Form**" giving details about the complaint and steps taken to resolve it, and contact the CEO & Superintendent of MPS at:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

The CEO & Superintendent (designee) will acknowledge receipt of the written complaint in **five (5)** working days, attempt to identify a resolution that is acceptable to both parties, within **fifteen (15)** working days of the receipt of the written complaint.

If the complainant is not satisfied with the response from the CEO & Superintendent (designee), and wishes to take it further, the complainant, in writing, should bring the matter to the attention of the MPS Board of Directors (“the Board.”)

LEVEL 4: Board Level Resolution*

At this step, the complainant can file a written complaint with the Board through the Administrative Assistant at the MPS Home Office. *(Same contact information as in Level 3)* The complainant should update the “General Complaint Procedures Form” that was used in Level 3. The Administrative Assistant will acknowledge receipt of the written complaint in **five (5)** working days. The Board may consider the matter at its next regular Board meeting or at a special board meeting convened in order to meet the internal 60-day target within which MPS strives to answer the complaint. The Board may decide not to hear the complaint, in which case the CEO & Superintendent’s decision will be final. If the Board hears the complaint, the Administrative Assistant will send the Board’s decision to the complainant within **sixty (60)** days of the School’s initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. The decision of the Board shall be final.

* For MSA-San Diego, MSA-San Diego Governance Committee will work with the Principal and the Home Office in following the General Complaint Procedures to resolve internal complaints and conflicts before they escalate to the MPS Board level.

The complainant has a right to appeal the Board’s decision to the California Department of Education (CDE). In that case, the complainant needs to fill out a “**Uniform Complaint Procedure Form**” - provided in this handbook – and file it within **fifteen (15)** days of receiving the decision. The appeal must include a copy of the complaint filed with the School and a copy of the Board’s decision. The appeal should be sent to:

California Department of Education
1430 N Street
Sacramento, CA 95814

MAGNOLIA PUBLIC SCHOOLS

General Complaint Procedures Form

Last Name: [] First Name/MI: []

(if applicable) Student Name: [] Grade: [] Date of Birth: []

Street [] Address/Apt. [] #: []

City: [] State: [] Zip Code: []

Home Phone: [] Cell Phone: [] Work Phone: []

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

[]

2. Have you discussed your complaint or brought your complaint to any MPS personnel? If you have, to whom did you take the complaint, and what was the result?

[]

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

[]

[]

Signature

Date

Mail complaint and any relevant documents to:

CEO & Superintendent
Magnolia Public Schools
250 E. 1st St. Ste 1500
Los Angeles, CA 90012
(213) 628-3634

Professional Boundaries: Staff/Student Interaction Policy

MPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

Examples of PERMITTED actions (NOT corporal punishment):

- Stopping a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism;
- Defending yourself from physical injury or assault by a student;
- Forcing a pupil to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment):

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with

students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors - Unacceptable Staff/Student Behavior (Violations of this Policy)

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the school;
- Making or participating in sexually inappropriate comments;
- Sexual jokes;
- Seeking emotional involvement with a student for your benefit;
- Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- Giving students a ride to/from school or school activities;
- Being alone in a room with a student at school with the door closed;
- Allowing students in your home.

Unacceptable Staff/Student Behavior without Parent and Supervisor Permission:

These behaviors should only be exercised when a staff member has parent and supervisor permission.

- Giving students a ride to/from school or school activities;
- Being alone in a room with a student at school with the door closed;
- Allowing students in your home.

Cautionary Staff/Student Behaviors

These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.

- Remarks about the physical attributes or development of anyone;
- Excessive attention toward a particular student;
- Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- Getting parents' written consent for any after-school activity;
- Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology);
- Keeping the door open when alone with a student;
- Keeping reasonable space between you and your students;
- Stopping and correcting students if they cross your own personal boundaries;
- Keeping parents informed when a significant issue develops about a student;

- Keeping after-class discussions with a student professional and brief;
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries;
- Involving your supervisor if conflict arises with the student;
- Informing the Executive Director about situations that have the potential to become more severe;
- Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing the responsibility to stop the unacceptable behavior of students or coworkers;
- Asking another staff member to be present if you will be alone with any type of special needs student;
- Asking another staff member to be present when you must be alone with a student after regular school hours;
- Giving students praise and recognition without touching them;
- Pats on the back, high fives and handshakes are acceptable;
- Keeping your professional conduct a high priority.

Dress Code/Uniforms

MPS has a uniform policy to help create a safe, orderly environment, instill discipline, and eliminate the competition and distractions caused by varied dress styles. Students are expected to arrive in a clean and neat uniform every day. This uniform policy will be enforced from the very first day of school. Students shall cooperate, display modesty and neatness, and take pride in the MPS uniform. We rely on both student and parent/guardian support in helping to maintain this uniform policy and follow it daily.

In addition to wearing the school uniform, MPS requires that students follow these additional guidelines in terms of uniform appearance and personal appearance. **If any aspect of the uniform, including clothes, shoes, jewelry, cosmetics, or any type of body adornment, is not explicitly listed as acceptable in this handbook, then that item is not permitted to be worn when the student is at school or representing the school.** If you have any questions, please check with administration.

If a student is unable to wear the school uniform to school due to extenuating circumstances, please communicate with the school administration.

A Free MPS Uniform Set

MPS will provide a safe, nurturing, and engaging learning environment for all our students and families. Academic and social-emotional support will be provided to address student needs as well as instructional materials including a free uniform set.

MPS will make one uniform set of required MPS logo uniform pieces available to each student free of charge for the student's use during the school year. If parents/guardians or students want to purchase additional MPS logo pieces, they may do so through the school's uniform vendors.

Religious Head Coverings

Religious head coverings shall be permitted.

Free Dress & Theme Dress Days Code

Free Dress days are earned at the discretion of the administration. These days are granted at different times of the year for positive behavior and special occasions. Violation of this policy may result in loss of free dress privileges for the remainder of the school year.

- On free dress days, clothing must be in good taste and appropriate for school. Clothing should not be inappropriately tight, revealing, or transparent.
- The school's dress code is strictly enforced during free dress days as well. All students must follow the same guidelines with the exception of not wearing their uniform.

- T-shirts are acceptable; however, printing on clothing must be suitable for school - no suggestive, vulgar, or profane language or images are permitted, as well as clothing that promotes alcohol, drugs, tobacco, or other controlled substances.
- Mini-skirts, skirts, and shorts should be no shorter than your longest finger when standing with your hands by your sides. Jeans may be worn during free dress days but cannot be inappropriately tight or baggy; no tattered jeans are allowed.
- Visible undergarments (including boxer shorts, bras, etc.) are not allowed.
- Midriffs, backless or sideless shirts or dresses, halter tops, or tank tops with straps less than 1-inch strap in width are NOT allowed.
- Hats for sun protection must only be worn outside of the school building(s) and classrooms. Hats must be a solid color that aligns with the school uniform and is free of any logos, with the exception of the school logo. Acceptable colors include solid white, gray, black, or navy-blue.
- Gloves, bandanas, or sunglasses are not permitted to be worn in school, except for medical reasons. Head coverings worn for purposes of religious observance are permitted.
- Neatness and good grooming are required.

MPS Student Uniform Policy

B O T T O M	<ul style="list-style-type: none"> ● Pants, shorts, skirts, skorts, or capris are acceptable. ● Skirts, pants, shorts, skorts, or capris must be either khaki color, black or navy blue. <p><u>Belts</u> <i>(required for all variations of dress uniform)</i></p> <ul style="list-style-type: none"> ● Smooth, straight edge, all black, all blue or all brown belts no wider than 1½ inches with a plain, unadorned buckle (no mesh, rope, or all metal). ● The buckle may only have one catch. ● Belt must be of correct waist size, so that there is minimal excess length (less than five inches). ● Any excess length of belt must be tucked through a belt loop and may not hang down. 	<p><u>Pants/Skirts/Skorts/Shorts</u></p> <ul style="list-style-type: none"> ● May not be baggy or inappropriately tight. May not be rolled at waist. Top of garment must be at or above hip bone. ● Skorts/shorts should be no shorter than your longest finger when standing with your hands by your sides. ● Skirts that are above the top of the kneecap should be worn with leggings/tights and must be no shorter than the longest fingertip. ● Pants may not be made from legging or joggging material. ● Pants must touch the top of the shoes when the student is standing, but not be long enough to bunch up around the ankle. Socks may not be worn over pants. ● Rubber bands are not allowed on the bottom of pants or ankles. ● No jean/denim style pants ● No Cargo pants/shorts. ● Must have a built-in pocket not a sewn-on pocket.
T O P	<ul style="list-style-type: none"> ● White, gray, black or navy-blue polo or woven shirts must have the school logo. They may be either short or long sleeved. ● Hoods may not be worn at school. ● Top of garment must be at or above hipbone when student is standing up. 	<p><u>Undergarments</u></p> <p>All undergarments, including bras, boxer shorts, etc., should not be visible</p> <p><u>Other Guidelines</u></p> <ul style="list-style-type: none"> ● Woven shirt or polo shirt must be tucked in neatly at the waist at all times. These shirts may not be inappropriately tight or baggy. ● Undershirts must be short-sleeved if worn. ● The student may choose to button, or not button, the top button of the woven shirt. All other buttons of the woven shirt must be buttoned. ● Under shirt may not hang out of sleeves.

F O O T W E A R	<ul style="list-style-type: none"> For all footwear including “athletic” footwear, the majority of the shoe must be a solid color that aligns with the school's neutral dress code. Acceptable colors include black, brown, white, or gray. Small to no logos are preferred. (Shoes must be closed toe.) Plain, unadorned socks must always be worn, tights are also acceptable. Color of the socks or tights: Solid black, dark brown, navy blue or white. No sandals, boots, clogs, mules, slippers, flip flops, high heels, platform shoes or shoes with wheels. 	<p>Shoes</p> <ul style="list-style-type: none"> Acceptable athletic shoes must be low-profile with minimal design. They must be modest and not attract attention. Shoelaces must match shoes and be in solid color. <p>Jewelry and Accessories/Cosmetics</p> <ul style="list-style-type: none"> Should be modest, appropriate for school, and not attract undue attention.
P E U N I F O R M	<ul style="list-style-type: none"> Top: Students will wear a solid gray t-shirt, preferably with the MPS logo. Solid white, gray, black, or navy blue sweatshirts with or without the MPS logo may also be worn during PE. Bottom: Properly fitting navy shorts. Waist size of shorts must be appropriate to student’s waist size (i.e. not inappropriately tight or baggy). Shorts should be no shorter than your longest finger when standing with your hands by your sides Footwear: Any athletic shoes suitable for basketball, tennis, and field sports. The majority of the shoe must be a solid color that aligns with the school's neutral dress code. Acceptable colors include black, brown, white, or gray. Small to no logos are preferred. (Shoes must be closed toe.) 	<ul style="list-style-type: none"> Necklaces: If worn must be underneath uniform. If visible through an open collar, it must be tasteful and formal (no leather or string). Pendants must not be large or attract attention. Must be tucked in collar of shirt. No “glitter”, decorations, or drawing of any kind should be visible on the skin, hair, body, or uniform, Facial, tongue, and body piercing are not allowed. Bracelets: Must be tasteful and not attract undue attention. Visible tattoos are not acceptable. Permanent visible tattoos must be covered by a flesh-tone bandage while at school or representing the school.
O U T E R W E A R	<ul style="list-style-type: none"> Hats, hoods, caps, and other headgear may not be worn in school buildings, except for purposes of religious observance. No gloves or finger lacing of any sort are allowed. Hats must be a solid color that aligns with the school uniform and is free of any logos, with the exception of the school logo. Acceptable colors include solid white, gray, black, or navy-blue. <p>For colder weather</p> <ul style="list-style-type: none"> Crew-neck and zip v-neck sweatshirt and jackets are permitted, with or without the MPS logo. Sweatshirts and jackets must be solid white, gray, black, or navy-blue. 	<ul style="list-style-type: none"> Cosmetics must be appropriate for school and not attract undue attention. <ul style="list-style-type: none"> No brightly colored or glitter eye shadow, or blush. Mascara and eyeliner should be minimal. Lipstick should be a natural color. Earrings must be studs or one (1) inch hoops and worn on earlobe.

Notes

- If a student is unable to wear the school uniform to school due to extenuating circumstances, you need to check with your school’s administration
- Each individual MPS school may include site-specific amendments into the uniform policy addressing local issues

RESPONSE

Disaster Response Procedures

The purpose of these procedures is designed to offer clear guidance and instructions for safety and emergency preparedness, aimed at safeguarding the well-being of both students and staff during critical situations. The subsequent sections outline specific procedures tailored to various emergency scenarios.

1. Ensuring the safety and welfare of students and staff.
2. Facilitating a secure and coordinated response to diverse emergency situations.
3. Safeguarding the school's facilities and property.
4. Efficiently restoring normal conditions with minimal confusion in the shortest time possible.
5. Establishing a seamless interface and coordination between the school and local authorities and resources.

Emergency and Crime Response

In the case of an emergency, the general policy is that actions should be taken to allow the school to remain in operation to the extent possible. The situation should be addressed to minimize interruption of normal operations at the school, and students will usually be cared for until regular dismissal time. Where an emergency poses a serious threat to the safety and well-being of students and staff, evacuation will occur until any danger has passed. When necessary, the school may be dismissed by the School Principal or designee. The Home Office will also be informed using the Home Office Support Team (HOST) communication system (refer to HOST Crisis Communication). HOST will also collaborate with the Crisis Response Team and coordinate response as needed, particularly in the area of mental health support. In the event of the following scenarios, the principal or designee will communicate with stakeholders using the school's mass communication system.

Fire

In the event of a fire at our school, the following procedures will be promptly implemented:

- **Discovery of Fire:** Upon discovering a fire, teachers or staff members will immediately guide all occupants out of the building, activate the fire alarm, and promptly report the incident to the school administrator.
- **Incident Command and Evacuation:** The principal or designee will assume the role of the Incident Commander and initiate the Evacuate Building action. Staff and students will follow prescribed or safe routes to evacuate buildings, assembling at designated Assembly Areas.
- **Emergency Services Notification:** The school principal or designee will contact 911, providing precise details about the fire's location (e.g., building, room, area).
- **Evacuation Accountability:** During an evacuation, teachers will carry student rosters and any necessary emergency supplies, taking attendance at the Assembly Area to ensure accountability for all students. Special attention will be given to students with cognitive disabilities to ensure their understanding of directions. Teachers will promptly inform the Assembly Area Team of any missing students.
- **Security Measures:** The administrative team will secure the affected area to prevent unauthorized entry and maintain clear access roads for emergency vehicles.
- **Utilities and Post-Incident Actions:** The administrative team will notify the relevant utility company of damages. Once the incident concludes, and the campus is deemed safe, the Incident Commander will initiate the All Clear action.
- **Parent Communication:** The principal or designee will communicate with and update parents promptly via ParentSquare, ensuring transparent and timely information dissemination.

These procedures are designed to prioritize the safety and well-being of all occupants. Regular training and drills will reinforce these protocols, promoting a swift and coordinated response during an actual emergency.

Lockdown

This protocol is enacted in response to identified or directed threats of violence or gunfire by law enforcement, aiming to prevent perpetrators from entering any occupied campus areas. The purpose of a lockdown is to secure the school during police actions, campus intrusions, community incidents, or other real or perceived threats to the school's security.

Lockdown Procedures:

- **Initiating Lockdown:** Lockdown is declared when the threat of violence or gunfire is identified. All personnel must adhere to this protocol to ensure the safety of everyone on campus.
- **Secure Classrooms or Designated Safe Locations:** During Lockdown, students are required to remain in locked classrooms or designated safe locations. It is imperative to keep classroom doors locked at all times.
- **Immediate Actions for Classes:** Upon receiving the lockdown announcement:
 - Classes will remain in their rooms.
 - Redirect any students in hallways or outdoors into the nearest locked classroom.
 - Physical education classes will relocate to secure areas such as the gym, auditorium, or multi-purpose room.
- **Safety Measures within Classrooms:** Once in the secured location:
 - Move students to the most protected areas in the room and lock the door.
 - Instruct students to face away from windows, keeping their backs toward windows.
 - Close and lock all doors and windows.
 - If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.
- **Lights and Power:** Turn off lights, power equipment, appliances, and ensure cell phones are on silent mode. Maintain silence in the room to avoid detection.
- **Attendance and Student Accountability:** Take and report attendance as feasible. Teachers must account for any students with cognitive disabilities who may require additional assistance or may not have fully understood the directions.
- **Remain in Secured Locations:** All personnel must remain in the secured room until further instructions are received from official sources.

This Lockdown Procedure is designed to prioritize the safety of all individuals on campus. Regular drills and ongoing training will familiarize staff and students with these protocols, ensuring a swift and coordinated response during an actual emergency.

Medical Emergency

Medical emergencies or accidents may occur unexpectedly, involving students or employees. Depending on the severity, some incidents may only require first aid, while others demand immediate medical attention. In any uncertainty, prioritize caution and promptly dial 911.

- **Emergency Reporting:** In the event of a medical emergency involving a student or employee, immediately report the incident to the School Principal or designated personnel. Dial 911 or instruct someone to do so. When reporting, provide the following essential information:
 - School name and phone number.
 - Building address, along with the nearest cross street(s).
 - Exact location within the building.
 - Your name and phone number.
 - Nature of the emergency.Stay on the line until advised to disconnect by the dispatcher.
- **School Notification:** Notify the school office about the injured individual and the initiation of an ambulance call. Request the dispatch of a first aid/CPR-trained employee to assist the victim.
- **Assistance and Victim Care:** Maintain composure during the emergency. Keep the victim warm with a coat or blanket.

- Avoid moving the victim unless there is a risk of further injury. Refrain from offering any food or drink to the victim.
- Documentation: Draft a comprehensive incident report detailing the medical emergency. Submit the incident report to the School Principal or designated personnel before the end of the next workday.

Administration of Naloxone (Narcan)

Provide emergency Naloxone (Narcan) or another opioid antagonist to trained school personnel, with designated volunteers receiving initial and annual refresher training for the storage and emergency use of these medications. Responding to medical emergencies, particularly opioid overdoses, and the safe administration of Naloxone within the school environment. This plan aims to ensure the well-being of students and staff and to provide timely and effective intervention in the event of an opioid-related emergency.

Identification of Potential Overdose Cases:

- Training is provided to school staff, including teachers, administrators, and support staff, on recognizing the signs of opioid overdose, such as respiratory distress, unconsciousness, or pinpoint pupils.

Naloxone Training:

- The school designates key personnel, such as school nurses and selected staff members, to undergo specialized training in the administration of Naloxone.
- Training includes recognizing signs of overdose, proper administration techniques, and post-administration procedures.

Emergency Response Protocol, in the event of a suspected opioid overdose

- Maintain accessible and strategically located Naloxone kits within the school, particularly in areas where medical emergencies are more likely to occur.
- Trained personnel authorized to administer Naloxone during emergencies, and trained to follow the outlined step-by-step process for administering Naloxone, emphasizing proper dosage, injection techniques, and post-administration monitoring.
- After administration of Naloxone, staff shall immediately call emergency services (911) to report the incident and request urgent medical assistance
- Establish a post-administration monitoring procedure to ensure the individual's vital signs are stable. If necessary, continue to provide supportive care until emergency medical services arrive.
- Documentation: Draft a comprehensive incident report detailing the medical emergency. Submit the incident report to the School Principal or designated personnel before the end of the next workday.

Administration Procedure

This Medical Emergency Protocol is designed to ensure swift and organized responses in times of need. Regular training and drills will familiarize staff with these procedures, promoting a safe and supportive environment within our school community.

Earthquakes

Earthquakes can occur without warning, often followed by aftershocks that may persist for weeks or months. The impact on buildings varies, making it crucial to remain calm and act promptly during and after the shaking.

- Stay Calm and Assess: Keep calm during the shaking and remain in your current location. Assess the situation before taking action. Remember, injuries often result from flying or falling debris.
- Drop, Cover, and Hold On: Upon the first indication of an earthquake, teachers should instruct students to Drop, Cover, and Hold On.
- Move to Safety: Move away from windows and overhead hazards to avoid glass and falling objects.
- Students with Disabilities: Students with disabilities preventing them from seeking protection under furniture should:

- Move away from unsecured items in the room.
- Go to a structural corner away from cabinets, shelves, and windows.
- Lock wheelchair wheels and protect their head and neck with their hands.

After the Earthquake

- Incident Commander Activation: When the shaking stops, the principal or designee becomes the Incident Commander, initiating the Evacuate Building action.
- Evacuation Procedures: Staff and students will evacuate using prescribed or safe routes to the Assembly Area.
- Attendance and Student Accountability: Teachers will bring their student roster and emergency supplies, taking attendance at the Assembly Area. Special attention will be given to students with cognitive disabilities.
- Missing Students Notification: Teachers will notify the Assembly Area Team of missing students or any student left behind.
- Security Measures: The administrative team will secure the area to prevent unauthorized entry and ensure clear access roads for emergency vehicles.
- Utilities and All Clear: Notify the appropriate utility company of damages. Once the incident concludes, and the campus is deemed safe, the Incident Commander will initiate the All Clear action.
- Parent Communication: The principal or designee will notify and update parents promptly via ParentSquare.

This Earthquake Response Protocol is designed for the safety and well-being of all individuals on campus. Regular drills and training will reinforce these procedures, fostering a resilient and prepared school community.

Assaults

Assaults, involving acts of striking or inflicting injury on a person, are considered serious matters, demanding immediate attention and appropriate action. Any threat or assault on students or employees requires prompt reporting to the School Principal or designated personnel. The decision to involve law enforcement officials will be determined by the School Principal or designee.

General Reporting Steps:

- Immediate Reporting: Report any threat or assault on students or employees promptly to the School Principal or designee.
- Law Enforcement Notification: The School Principal or designee will assess the severity and decide whether law enforcement officials should be notified.

In Case of Serious Assault:

- Emergency Services: Dial 911 immediately.
- Seek Medical Attention: Seek first aid or medical attention for any injuries sustained during the assault, if indicated.
- Document Injuries: Have photographs taken of any injuries as part of the documentation process.
- Assailant Description: Write down a detailed physical description of the assailant as soon as possible after the incident, including sex, age, height, weight, race, clothing, and any weapon used.
- Witness Information: Obtain names and telephone numbers of any witnesses present during the assault.
- Incident Report: Draft an incident report detailing the circumstances of the assault.
- Submission to School Principal: Submit the incident report to the School Principal or designee for review.
- Law Enforcement Involvement: The School Principal or designee will submit an incident report to local law enforcement if the assault is deemed serious.

This Assault Incident Protocol is designed to ensure a swift and comprehensive response to any assault situation. Regular training and awareness programs will support the school community in understanding and implementing these procedures effectively.

Biochemical/Hazardous Materials

A biological or chemical release involves the discharge of substances in solid, liquid, or gaseous states, with potential incidents ranging from chemical spills in school laboratories to hazardous material incidents adjacent to the school. Early detection and swift response are essential to ensure the safety of students and staff.

Indicators of Release:

- Multiple victims with symptoms such as watery eyes, twitching, choking, loss of coordination, trouble breathing.
- Presence of distressed animals or dead birds.

Response Procedures:

- Incident Commander Activation: The principal or designee becomes the Incident Commander, initiating the Evacuate Building action.
- Evacuation and Isolation: Staff and students will use designated routes to the Assembly Area, upwind of the affected area. Those exposed to contaminants should be isolated from the rest of the school population.
- Emergency Services Notification: The Incident Commander will call 911, providing precise location details and the nature of the emergency.
- Area Isolation and Access Restriction: The administrative team, under the Incident Commander's instructions, will isolate and restrict access to potentially contaminated areas.
- Ventilation and Air Handling Measures: The Security/Utilities Team will turn off local fans, close windows and doors, and shut down the building's air handling system.
- Parent Communication: The principal or designee will promptly notify and update parents via ParentSquare.
- Decontamination and Triage: Individuals in direct contact with hazardous substances should wash affected areas with soap and water. Outer clothing layers, potentially contaminated, should be removed and contained. The Triage Team will evaluate and monitor exposed individuals.
- Assembly Area Team Responsibilities: Prepare a list of all people in the affected or contaminated area, specifying those with actual contact. Provide the list to the Incident Commander and emergency responders.
- Crisis Team Activation: The Crisis Response Team will convene on-site, initiating counseling and recovery processes.
- Area Reopening: Affected areas will not reopen until clearance is provided by the appropriate agency, such as Los Angeles County HazMat, and the Incident Commander authorizes it.
- All Clear Activation: Once the incident concludes, and the campus is deemed safe, the Incident Commander will initiate the All Clear action.

These protocols ensure a comprehensive and coordinated response to biochemical/hazardous material incidents, prioritizing the safety and well-being of the school community. Regular drills and training will enhance preparedness and awareness.

Disorderly Conduct

Disorderly conduct, whether exhibited by a student, staff member, or visitor, can pose a threat to the safety and well-being of the school community. The following protocols are established to ensure a measured and effective response:

- Immediate Action: Upon witnessing disorderly conduct, staff should take immediate steps to calm and control the situation, prioritizing the safety of all individuals involved. If safe to do so, attempts should be made to isolate the perpetrator from other students and staff.
- Witness Statements: Witnesses are encouraged to provide written statements detailing the incident for follow-up by the school administrator and/or law enforcement agency.

- Notification to Principal: Staff witnessing disorderly conduct should promptly notify the principal or designee.
- Incident Commander Activation: The principal or designee becomes the Incident Commander, initiating appropriate emergency functions such as Lockdown, Evacuate Building, or Off-site Relocation.
- Emergency Services Notification: The Incident Commander will call 911, providing precise location details (e.g., building, room, area) of the incident.
- Immediate Threat Response: If an immediate threat is not evident, the Incident Commander or designated staff may attempt to defuse the situation. Approach the individual in a calm, nonconfrontational manner and request they leave the campus, avoiding hostile situations.
- Family Notification (if applicable): In the case of a student involved, every effort should be made to notify the family, as they may provide valuable insights on handling the situation.
- Parent Communication: The Incident Commander will promptly notify and update parents via ParentSquare, as necessary.
- Threat Assessment/Management Team Activation: The Incident Commander and team will assess whether activating the threat assessment/management team (Crisis Response Team) is warranted.
- All Clear Activation: Once the incident concludes, and the campus is determined to be safe, the Incident Commander will initiate the All Clear action.

These procedures are designed to address disorderly conduct swiftly and efficiently, prioritizing the safety of the school community and providing necessary support and communication channels. Regular training and drills will enhance preparedness and response capabilities.

Vandalism

In the event of school vandalism, the following procedures are to be adhered to for a comprehensive and effective response:

- Notification of School Authority: Promptly notify the school principal or designee of the vandalism incident.
- Building and Grounds Personnel Notification: Notify building and grounds maintenance personnel to assess and address the immediate physical impact.
- Assessment of Severity: The School Principal, or designee, will assess the seriousness of the situation, gauging the level of assistance required, which may involve engaging local law enforcement.
- Identification of Perpetrators: If possible, attempt to identify the individuals involved in the act of vandalism.
- Witness Interviews and Statements: Conduct interviews with witnesses and obtain written statements detailing the incident.
- Documentation Process: Document the incident promptly, preparing an incident report that includes any witness statements. Submit this report to the School Principal or designee.
- Parent/Guardian Notification: Notify parents or legal guardians of the affected students about the vandalism incident.
- Disciplinary Measures: Determine appropriate disciplinary measures in response to the act of vandalism.
- Restitution Assessment: Evaluate any monetary restitution issues arising from the vandalism and determine the applicable amounts.

These procedures are established to ensure a systematic response to vandalism incidents, address immediate concerns, identify responsible parties, and implement appropriate disciplinary and restitution measures. Regular communication with parents and legal guardians is crucial for maintaining transparency and fostering a sense of responsibility within the school community.

Loss or Failure of Utilities

In the event of a utility failure, encompassing the loss of water, power, or other essential utilities on school grounds, the following comprehensive procedures are to be followed:

- **Immediate Action for Broken Utility Lines:** In the case of a broken water or electrical line, make an immediate effort to shut off water or power to the affected area. Simultaneously, notify the school administrator without delay.
- **Incident Commander Designation:** Upon receiving notification of a utility loss, the principal or designee assumes the role of Incident Commander. The Incident Commander will initiate appropriate emergency functions, including potential actions like Shelter in Place or Evacuate Building.
- **Communication with MPS General Counsel & Facilities Department:** The Incident Commander, during business hours, will promptly notify the MPS General Counsel & Facilities Department, specifying the location and nature of the emergency. The preferred vendor list may be engaged based on the Incident Commander's discretion.
- **Utility Company Coordination:** MPS General Counsel & Facilities Department personnel, collaborating with the Incident Commander, will contact the affected utility company. This communication aims to ascertain the necessity of their assistance, recommended actions, and the anticipated duration of the service interruption.
- **Evacuation Procedures:** If the Evacuate Building action is warranted, teachers will evacuate with student rosters and essential classroom emergency supplies. Attendance will be taken in a safe location. Special consideration will be given to students with cognitive disabilities.
- **Parent Notification via ParentSquare:** The Incident Commander will inform and update parents promptly through ParentSquare.
- **Utilization of Emergency Supplies:** School emergency supplies will be deployed as needed to compensate for the utility loss.
- **All Clear Action:** Once the incident is concluded, and the campus is deemed safe, the Incident Commander will initiate the All Clear action.
- **Specific Concern Protocols:** In addition to the outlined procedures, the Incident Commander will implement specific protocols tailored to the nature of the utility concern (e.g., loss of water supply, power outage).

These procedures are established to ensure a swift, organized, and effective response to utility failures, minimizing disruptions and prioritizing the safety and well-being of students and staff.

Bomb Threat/Suspicious Package

In response to the discovery of a suspicious package on campus grounds or the receipt of a threatening phone call indicating a potential explosion risk, the following procedures are implemented:

Response to Threatening Phone Calls:

- **Immediate Action:** The call taker aims to keep the caller on the line while alerting someone else to call 911. Simultaneously, the staff member calling 911 provides essential information to the operator:
 - Nature of threat on the phone line
 - School name
 - Phone number of the line receiving the threat
 - Name and contact information of the staff member
- **Informing the Principal:** The person answering the threat call informs the principal immediately and gathers and records information about the call, addressing bomb threat questions such as location, timing, appearance, motive, and contact details.
- **Voice Analysis and Background Evaluation:** Questions are complemented by evaluating the caller's voice and background noise for characteristics such as gender, age, accent, speech clarity, and background environment.
- **Incident Commander Designation:** The principal or designee assumes the role of the Incident Commander, advising the school. Law enforcement may instruct the school to wait for officers to arrive and conduct an

investigation. The Incident Commander, in consultation with law enforcement, determines appropriate emergency functions, such as Drop, Cover and Hold On, Lockdown, Evacuate Building, or Relocation.

Discovery of Suspicious Packages or Objects:

- Cell Phone and Radio Precautions: If unusual or suspicious packages, boxes, or foreign objects are discovered, all cell phones and hand-held radios are turned off to prevent potential triggering by radio frequencies.
- Object Discovery Protocol: Report the discovery to the Incident Commander while securing the immediate area without touching or disturbing the object. No attempt should be made to investigate or examine a suspicious object.
- Parent Notification via ParentSquare: The Incident Commander notifies and updates parents through ParentSquare.

Evacuation Procedures:

- Incident Commander's Decision: The Incident Commander, consulting with law enforcement, may alter emergency functions based on the situation. In case of a confirmed threat or bomb discovery, the Evacuate Building action is issued.
- Safe Evacuation: Staff and students evacuate using safe routes to the Assembly Area.
- Attendance and Missing Students: Teachers bring student rosters, take attendance at the Assembly Area, and account for students. Special consideration is given to students with cognitive disabilities. Teachers notify the Assembly Area Team of missing students.

Post-Incident Actions:

- Crisis Response Team: The Crisis Response Team convenes on-site for counseling and recovery.
- Inspection and All Clear: School activities do not resume until proper authorities inspect affected buildings and declare them safe. The Incident Commander initiates the All Clear action after the incident concludes.
- Off-Site Relocation: The Incident Commander may initiate an off-site relocation if conditions warrant.
- Incident Report: Following the incident, the Incident Commander completes a comprehensive bomb threat report for analysis and reflection.

These procedures are established to ensure a swift, organized, and effective response to bomb threats and suspicious packages, minimizing disruptions and prioritizing the safety and well-being of students and staff.

Explosions/Risk of Explosions

In the unfortunate event of an explosion or the risk of explosion at the school, the following procedures should be followed:

- Initiate Drop, Cover, and Hold On: In the event of an explosion, all individuals should immediately initiate the Drop, Cover, and Hold On protocol.
- Incident Commander and Emergency Services: The principal or designee becomes the Incident Commander and promptly calls 911 to provide precise details of the emergency, including the location (e.g., building, room, area) and the nature of the incident.
- Consultation and Emergency Functions: The Incident Commander will consult with available law enforcement and, considering the potential for another imminent explosion, determine appropriate emergency functions. Actions may include Shelter in Place, Evacuate Building, or Relocation. Evacuation may be required in some buildings on campus, with others serving as shelters.
- Evacuation Procedures: In the event of an evacuation, staff and students will use prescribed routes or other safe routes to proceed to the Assembly Area.
- Attendance and Notifications: During evacuation, teachers will bring the student roster and any classroom emergency supplies and take attendance at the Assembly Area to account for students. Teachers are responsible for accounting for students with cognitive disabilities who may not have understood the directions, and they will notify the Assembly Area Team of missing students. The Incident Commander will promptly notify and update parents via ParentSquare.

- Medical Assistance: The Triage Team will promptly check for injuries and provide appropriate medical assistance.
- Utilities and Building Security: The Incident Commander will notify the appropriate utility company of any damages to water lines, sewers, power lines, and other utilities. The administrative team will secure the building entrance to prevent unauthorized persons from entering the school buildings.
- Search and Rescue Activities: If it is determined safe to enter affected areas, the Incident Commander will direct the administrative team to initiate search and rescue activities.
- Reopening and Clearance: Any areas affected by the explosion will not be reopened until the Los Angeles County HazMat or the appropriate agency provides clearance, and the Incident Commander authorizes such action.
- Relocation Procedures: The Incident Commander may initiate a Relocation if conditions warrant such a decision.
- All Clear and Conclusion: Once the incident has concluded, and the campus has been determined to be safe, the Incident Commander will initiate the All Clear action.

These procedures are established to ensure a swift, organized, and effective response to explosions or the risk of explosions at school, minimizing disruptions and prioritizing the safety and well-being of students and staff.

Fighting or Riots

When dealing with a fight or the potential escalation to a riot, school staff should adhere to the following guidelines:

Fighting:

- Communication and Assistance: Utilize radio units or cell phones for communication. If not feasible, send a reliable student to the office to seek assistance. Speak loudly, demanding an immediate cessation of the behavior.
- Collaboration and Intervention: Seek assistance from other teachers to address the situation. If students begin to gather, work swiftly to disperse them.
- Identification and Intervention: Call out the names of involved students, if known, and inform them of their identification. For serious fights, especially those involving weapons, seek additional help from law enforcement personnel.
- Separation and De-escalation: Attempt to separate involved students using an assertive tone. Consider age, size, and personal safety before intervening physically. If successful in separating students, avoid further confrontational behavior. Allow students time to talk in a calm setting to gradually change the climate of the situation.

Riots:

- Prevention and Sensitivity: Encourage teachers and staff to be sensitive to the emotional climate and defuse tensions before problems escalate.
- Law Enforcement and Assessment: Notify local law enforcement of the disturbance and convene at a pre-designated site to evaluate the situation.
- Emergency Response Plans: Have a law enforcement officer assess and call for necessary resources, such as backup and emergency medical assistance.
- Activate emergency plans, including:
 - Instruct office staff to handle communications and initiate lockdown orders.
 - Notify transportation for appropriate buses for evacuation.
 - Assign staff to a temporary detention facility and log information.
 - Direct a teacher or designee to initiate lockdown and immobilize the campus.
- Collaboration and Communication: Collaborate with the MPS Outreach & Communications Department to brief a representative for media interactions.
- Medical Treatment and Triage: Assign staff to a pre-designated medical treatment/triage facility.

Remember, these protocols are established to ensure a swift, organized, and effective response, prioritizing the safety and well-being of students and staff during such incidents.

Crisis Response

A school crisis is an unexpected critical incident that poses a safety threat or disrupts the school day, impacting teaching, learning, and overall well-being. Common reactions include shock, confusion, and fear. While each crisis may affect individuals differently, it can have a broad and immediate impact on students and adults. Examples include accidents, violent incidents, deaths, natural disasters, or acts of terrorism.

Multi-Tiered Crisis Response Team Model:

Tier I: School Site Crisis Response Team:

- Initiates crisis response, assesses needed services, and provides direct interventions.
- Determines the need for additional assistance from the Home Office.
- May be activated during emergencies or as a stand-alone team.

Tier II: Academic Department (Director of Special Education and Services; Director of Student Services):

- Contacted by the school site for support beyond the team's scope.
- Provides consultation, direct intervention, assistance with communications, and guidance for recovery/SEL support.

Tier III: MPS Home Office Crisis Response Team:

- Engaged based on collaboration between the Academic Department and the school site.
- Offers consultation, direct intervention, communication support, and recovery guidance.

Crisis Response Procedures:

- **Activation and Assessment:** The principal or designee, as the Incident Commander, activates the School Site Crisis Response Team. The team, in collaboration with the Incident Commander, assesses the impact and triages students, staff, and parents/guardians.
- **Direct Intervention Services:** The Crisis Response Team delivers crisis intervention services, including psychological first aid.
- **Restoration of School Functions:** Advises and assists the Incident Commander in restoring regular school functions efficiently and quickly.
- **Limiting Exposure and Ongoing Assessment:** Takes measures to limit exposure to scenes of trauma, injury, and death. Provides ongoing assessment of needs and follow-up services as required.

These protocols are designed to ensure a comprehensive, organized, and effective response to crises, prioritizing the well-being of students, staff, and the school community.

Active Shooter/Gunfire

In the event of a threat of violence on campus or the sound of gunfire, lockdown procedures should be immediately implemented. An Active Shooter on Campus is defined as an individual or individuals on school grounds armed with a firearm, having caused injury or death with the firearm and demonstrating continued threat.

Procedures for Staff:

- Upon the first indication of an active shooter, staff must promptly notify the principal or designee, who assumes the role of Incident Commander.
- The Incident Commander initiates a lockdown, the recommended emergency response.
- A call to 911 is made, providing precise details of the incident. A designated person should remain on the line with the police if safe.
- Establish communication with classrooms through school phones, email, cell phones, or radios to keep everyone informed.
- Notify MPS Home Office through the HOST channel and request assistance.

- Collaborate with the MPS Outreach & Communications Department to inform and update parents via ParentSquare.

Principal/Designee and Crisis Response Team Responsibilities:

- Secure perimeter gates and ensure all individuals are safely behind locked doors.
- Initiate the process of accounting for all students and staff.
- Calm and control students through regular announcements. If safe, maintain separation between students and the perpetrator.
- If imminent danger is identified with an active shooter on campus, Rapid Relocation may be initiated, ensuring students are not placed in the gunman's path.

Rapid Relocation Procedures:

- Encourage quick evacuation through any safe exit. If leaving campus, the preferred off-site relocation point is chosen if the route is safe.
- Inform local law enforcement of the decision to leave campus and the chosen destination. Keep them updated on students and staff not reaching the relocation point.
- Calm students, establish a perimeter for safety, and re-establish Incident Command teams with available staff.
- The Triage Team collaborates with first responders for medical attention to the injured.
- The Incident Commander prepares a verified list of the wounded and their transport locations, coordinating with the School Site Crisis Response Team for parent notifications.
- All media inquiries are directed to the MPS Home Office Outreach & Communications Department.
- Once the incident concludes and the campus is declared safe, the Incident Commander initiates the All Clear action.
- A debrief session with staff and school police officers is conducted by the Incident Commander.

These crisis response protocols are established with the paramount goal of ensuring the safety, well-being, and efficient recovery of students, staff, and the school community in the face of unforeseen critical incidents. The collaboration between school personnel, law enforcement, and relevant agencies is crucial to swiftly and effectively address emergencies, minimize disruptions, and support the emotional and physical recovery of those affected. By adhering to these comprehensive procedures, we aim to create a secure and resilient environment conducive to the continued growth and success of our educational community.

Use of Facilities

In the event of disasters or emergencies, the school is committed to supporting the mandated emergency procedures established by law enforcement, government, or public safety agencies. This ensures that students and both certificated and classified staff follow necessary protocols, enabling the school to serve as a mass care and welfare shelter.

Evacuation

In the event that community conditions or internal school circumstances necessitate a site evacuation, the following steps should be undertaken:

- The principal or designee assumes the role of Incident Commander and will communicate evacuation instructions via the PA system. If the PA system is unavailable, alternative communication methods, such as messengers, will be employed. The principal will convey a calm demeanor, offer reassuring comments, affirm that the situation is under control, and provide clear directions.
 - Example Statement: "Your attention, please. We need to evacuate all buildings. Teachers are to take their students and roll books to the assembly area and report to their designated area. Students are to remain with their teacher. Teachers need to close the classroom door when all the students have left."
- The Incident Commander will activate the fire alarm system as a signal to initiate the evacuation process.

- Designated emergency team members/staff will secure medications, related documents, and other essential medical supplies/equipment, such as First Aid Kit, CPR, AED, Epi-Pen, and Sharps container.
- Teachers will instruct students to evacuate the building using designated routes and assemble in their assigned Assembly Area.
- Teachers will bring student rosters and any classroom emergency supplies, take attendance once the class is assembled in a safe location, and account for students with cognitive disabilities who may not have fully understood the directions. Missing students will be listed on the Missing Persons Report.
- Once assembled, teachers and students will remain in place until further instructions are provided.
- The Incident Commander will make necessary notifications to the Home Office and parents.
- Upon the conclusion of the incident and confirmation of campus safety, the Incident Commander will initiate the All Clear action.

Procedures for Responding to Students Who Self-Injure

Self-injury, characterized by the deliberate act of harming one's own body, is often an unhealthy coping mechanism for emotional pain, intense anger, or frustration. While this behavior may lack suicidal intent, it can escalate the risk of suicide due to underlying emotional issues. Consequently, students exhibiting self-injurious behaviors should be assessed for suicide risk.

Signs and Symptoms of Self-Injury:

- Frequent or unexplained bruises, scars, cuts, or burns.
- Consistent, inappropriate use of clothing to conceal wounds.
- Possession of sharp objects such as razor blades, shards of glass, or thumbtacks.
- Evidence of self-injury in journals, drawings, social networking sites, etc.

Risk Factors of Self-Injury:

- Age, with a higher prevalence among teenagers and young adults.
- Influence of friends engaging in self-injury.
- Psychosocial factors, including neglect, abuse, or traumatic events.
- Mental health issues, such as depression, anxiety disorders, post-traumatic stress disorder, and eating disorders.
- Alcohol or drug abuse.

Protocol for Responding to Self-Injury:

- Respond immediately or as soon as practically possible.
- Supervise the student at all times.
- Seek medical attention as needed.
- Conduct an administrative search for access to means such as razor blades, shards of glass, other sharp instruments, or medications.
- Assess for suicide risk using appropriate protocols.
- Communicate with and involve the parent/guardian to address the self-injurious behavior promptly.

Awareness for Parents/Caregivers:

- Encourage appropriate coping and problem-solving skills.
- Listen calmly and empathetically, avoiding shaming reactions.
- Develop a safety plan with the student.
- Notify identified adults in the safety plan and provide information on the adult gatekeepers.

Self-Injury and Contagion:

- Respond immediately to identified students.
- Assess each student for suicide risk individually.
- Supervise students separately if identified as engaging in self-injurious behaviors.
- Consider making a mental health referral for students exhibiting self-injurious behaviors.

Response to Self-Injury and Contagion within the School Community:

- Address self-injury with students individually.
- Avoid discussing self-injurious behaviors in group settings.
- Conduct informational parent meetings, inviting all parents/guardians for psycho-education, awareness, and tools for addressing self-injurious behaviors.
- Supervise students and children during parent/guardian meetings.
- Consult with the Outreach & Communications Department for dissemination of information regarding parent/guardian meetings or other media matters.

These procedures are established to ensure a compassionate and effective response, prioritizing the well-being of students and fostering a safe and supportive school environment.

Floor Plan

A floor plan of the school site buildings and grounds, which indicates the location of all exits, utility shut-offs, fire extinguishers, and emergency equipment and supplies, will be maintained and updated, as necessary. The floor plan should also indicate the outdoor assembly area(s) and evacuation route(s) from the site. (This item is stored with the plant manager and also located in the office of the School Principal)

A copy of the floor plan will be posted in each classroom at the school, in the school hallway, and at the school's main office. Staff should familiarize themselves with the contents of the floor plan and with evacuation procedures.

Emergency Drills

The school shall conduct emergency drills on a regular basis to prepare for possible evacuation in case of an emergency. The School Principal, or designee, will specify the date and time of emergency drills. All students and staff are required to participate in these mandated drills.

The School Principal, or designee, will designate an outdoor assembly area(s) where students and staff will gather whenever the building is evacuated. Unless instructed otherwise by public safety officials, students and staff will gather by class and attendance will be taken. The names of any missing individuals will be relayed to search and rescue teams and public safety officials.

School Safety Management Team and Operations

The Principal is the overall director of the School Safety Management Team and will appoint those members of the staff necessary to respond to issues of safety at the School and in the case of an emergency. Depending upon the nature of an emergency, additional administrative, teaching, and support staff may also be part of the team but may act only when assigned specific duties by the Principal or designee.

Guidelines for Handling the Media

Whenever a natural disaster or crisis situation occurs, media coverage is a certainty. School staff and administrators are encouraged to follow these guidelines when dealing with the media. The School Principal should assign a school spokesperson to deal directly with the media.

- Develop a written statement for dissemination.
- Get the maximum amount of information out to the media - and thus the public - as rapidly as possible.
- Appoint a spokesperson (usually the principal).
- Keep the staff informed through one person.
- Be proactive with the media.
- Contact the media before they contact the school.
- Set geographic and time limits.
- Explain restrictions.
- Hold the press accountable.

- Create positive relations with the media before an emergency crisis occurs.
- Stress-positive actions were taken by the school.
- Announce new changes made after the incident has passed.

Parental Notification

In the case of an emergency requiring evacuation of the school site, parents will be notified as soon as possible. At the beginning of each school year, all parents will be asked to provide emergency contact information, sign an emergency medical release form for their child, and designate persons who are authorized to pick up their child in the event of an emergency. Schoolwide communication will be sent via ParentSquare.

Safety Supply/Equipment

The School Principal and/or designee, alongside the School Safety Management Team, is responsible for ensuring the availability and delivery of adequate supplies and equipment during the course of an emergency. The team members should be familiar with emergency supplies cached in the emergency bin and any other campus location, such as classrooms.

The School Principal and/or designee, alongside the School Safety Management Team, is responsible for directing team activities and keeping everyone informed of the overall status. Furthermore, responsible for assessing the adequacy of available water, food, sanitation, and other supplies and organizing the distribution of resources for immediate use. Specific duties may include

- Reporting equipment and supply needs
- Estimate the number of persons requiring food/shelter/care
- Work Incident Commander to determine the length of time care will be needed
- Inventory supplies on hand
- Distributing emergency water and food supplies
- Setting up and maintaining sanitation stations
- Confirming supply/equipment needs for any persons with special needs fulfilled
- Controlling conservation of water

Supplies and Equipment for the School Safety Management Team include:

- Hand-held two-way radio
- Keys
- Bullhorn
- Emergency water supplies - water carriers, cups, hand pumps, etc.
- Emergency food supplies
- Temporary power supplies
- Cell phones
- Sanitation supplies

Emergency and first aid supplies are necessary when an emergency or injury occurs at the school. Emergency and first aid supplies should be kept in the school's central office and in individual classrooms as needed. At the beginning of each school year, each classroom will receive a classroom safety kit. Suggested items in case of an emergency:

- Blankets
- Matches
- Pillows
- Bottled Water
- Flashlights
- Paper Towels
- Batteries
- Wet Wipes
- Radio (battery operated)

- Sheets
- Candles

Suggested first aid items:

- Assorted Band-Aids
- Gauze
- Sterile Water (for burns)
- Tape
- Scissors
- Tweezers
- Bandages
- Instant Ice Packs
- Ace Bandages
- Package of Sewing Needles
- Slings
- Antibacterial salve
- Steri-strips or butterfly stitches
- Disposable gloves
- Face masks
- CPR (disposable mouthpieces)
- Current first aid book

In case of an emergency evacuation, staff will take this kit to the evacuation site, along with an attendance sheet.

Plant Inspections

The School Principal, or designee, with the assistance of local support personnel where necessary, will inspect and ensure that the school is clean, and secured, all paths of egress are open and well lit is essential to the safety and well-being of all students and staff members of Magnolia Public Schools.

Essential Checklist: Plant Inspections

- A walk-through will be performed at least twice annually by the principal and/or designee to ascertain any unsafe conditions that are hazardous to the staff or student's physical or mental well-being.
- The complete emergency routes used by all students to travel to and from the assembly area should be inspected. Ensure that there are no barriers to students with specific mobility needs.
- Within a month of the start of the new school year, the School Safety Committee will review the walk-through. A timeline for the completion of necessary corrections will be reviewed and assessed monthly.
- The School Principal and/or designee will be responsible for inspecting the campus regularly for the following conditions:
 - All non-structural hazards in classrooms and other sites where students are served will be eliminated. These hazards may include incompatible chemical storage; unsecured objects on high shelves; trees or shrubs that require pruning; trip hazards; exposed nails; screws or bolts; equipment in need of repair, or any other condition that could constitute a hazard.
 - All damaged fences will be reported and corrected as soon as possible.
 - Playground facilities and equipment will be inspected regularly for hazards. Repairs must be made as soon as possible.
 - All non-functioning lighting fixtures must be reported and corrected as soon as possible.

RECOVERY

Schools as Pillars of Support in Emergencies

Schools play a pivotal role in aiding members of the learning community in both preparing for and recovering from emergencies or disasters. Whether stemming from natural events like earthquakes, fires, and loss, or man-made events such as tragic incidents, student overdoses, or acts of terror, a school's approach to post-emergency support is most effective when it addresses diverse levels of need among students. The provision of varying degrees of support, including opportunities for smaller group meetings, becomes critical for those requiring more in-depth assistance, thereby complementing the general support offered to all students.

In the aftermath, the responsibility for implementing recovery strategies typically falls on the shoulders of school psychologists, counselors, social workers, and potential community mental health partners, all of whom may serve as members of the Crisis Response Team. Encouragingly, all adults involved are urged to contribute by modeling calm, caring, and thoughtful behavior.

Supporting Someone After a Crisis

When supporting someone after a crisis, it is important to be present and supportive. Use verbal, nonverbal, and paraverbal communication to convey your care and concern. Ask open-ended questions to identify how they are feeling and listen with empathy. Do not rush them to talk about the incident.

If you are feeling overwhelmed, take some time to gain your composure. Ask for a staff member to step in if you need to leave the room. Coordinate with other staff to address the immediate needs of the staff involved.

It is important to remember that you cannot provide effective support until you have reached physical and emotional calm.

Guiding Therapeutic Rapport through Time

1. **Supporting in the Present** - Helps rebuild relationships and build bridges of communication. The trust and relationship that you establish at this point are crucial to the de-escalation of a future crisis.
2. **Understanding the Past** - Allows the person to reflect on their actions and consider the impact on others. This helps to uncover what happened and identify any patterns and Precipitating Factors, which can help in planning for the future.
3. **Planning for the Future** - Results in learning and development of approaches by collaborating and problem-solving. Planning creates a sense of responsibility and ownership for the individual. It also helps staff prevent crisis behaviors and improve their approaches.

Therapeutic Rapport Considerations

When engaging with individuals in therapeutic settings, it is crucial to take into account several factors that significantly influence the dynamics of the counseling relationship:

- **Age:** An individual's age plays a pivotal role in shaping their ability to comprehend and actively participate in therapy. Consider the developmental stage, as younger children might struggle to express emotions or grasp complex concepts, while older adults bring different life experiences and concerns.
- **Cognitive Functioning:** Cognitive abilities vary among individuals, affecting their capacity to process information and follow instructions. Modify therapeutic approaches to accommodate diverse cognitive functioning levels and ensure effective communication.
- **Culture:** Cultural background deeply influences expectations about counseling and communication styles. Cultivate respect for individuals' cultural values and beliefs, recognizing the potential impact of cultural differences on the therapeutic relationship.
- **Gender Identity:** An individual's gender identity significantly shapes their experiences and interpersonal connections. Create an affirming and safe space that respects and acknowledges clients' gender identities, fostering an environment conducive to exploring gender expression.

- **Previous Life Experiences:** Past life experiences profoundly mold an individual's thoughts, emotions, and behaviors. Be attuned to the potential impact of these experiences on the therapeutic relationship, recognizing their role in shaping an individual's progress.

In acknowledging and adapting to these diverse factors, support staff can enhance the effectiveness of therapeutic interventions, fostering a more inclusive and supportive environment for all individuals seeking assistance.

Strategies for the Crisis Response Team: Supporting Students and Staff After a Crisis

1. **Immediate Debriefing:** Conduct immediate debriefing sessions to allow team members to share their experiences, feelings, and observations.
2. **Provide Safe Spaces:** Establish designated safe spaces within the school where students and staff can seek solace and support.
3. **Structured Group Sessions:** Organize structured group sessions led by mental health professionals to address collective concerns and promote a sense of community.
4. **Resource Distribution:** Distribute informational resources and support materials to students and staff, outlining available counseling services and coping mechanisms.
5. **Collaborative Outreach:** Collaborate with external mental health organizations to provide additional resources and expertise.
6. **Peer Support Networks:** Facilitate the creation of peer support networks among students and staff to encourage mutual assistance.
7. **Long-Term Counseling Services:** Ensure access to long-term counseling services for both students and staff members, recognizing that recovery is an ongoing process.

Strengthening Staff Responses and Fostering Resilience

To enhance staff responses to incidents, it is crucial to conduct an objective assessment of the current response. Take time to reflect on the incident and engage in open dialogue with fellow staff members who were involved. This collaborative process can uncover valuable insights and identify areas for improvement.

Managing a crisis is a challenging experience that can have a profound impact on everyone involved, including staff members. Recognizing the potential trauma of these situations is the first step toward building resilience. Taking care of one's self during this time is essential for both physical and emotional well-being.

Building Resilience:

- **Reflect on the Experience: Acknowledge thoughts, feelings, and physical reactions to the incident.** Reflecting on the experience helps in processing emotions and developing effective coping mechanisms.
- **Practice Self-Care:** Prioritize self-care activities to maintain overall well-being. Ensure individuals get enough sleep, maintain a healthy diet, engage in regular exercise, and spend quality time with loved ones. Self-care provides the strength needed to cope with the challenges of crisis management.
- **Seek Professional Support:** If coping is challenging following the aftermath of a crisis, seeking professional support from a therapist or counselor can be immensely beneficial. A professional can assist in understanding emotions and developing healthy coping mechanisms tailored to your needs.

By fostering open dialogue, engaging in self-reflection, and prioritizing self-care, staff members can collectively navigate the aftermath of crises. Recognizing the trauma and proactively seeking support contribute to building resilience and fostering a supportive community within the school environment.

Recovery information is adopted from: Crisis Prevention Institute (2023). Nonviolent crisis intervention training. 3rd Edition.

Glossary

MPS = Magnolia Public Schools

CMO = Charter Management Organization

PBIS = Positive Behavioral Interventions & Supports

SEL = Social-Emotional Learning

ISS = In School Suspension

ODR = Office Discipline Referral

ADA = Average Daily Attendance

LCAP = Local Control and Accountability Plan

PAC = Parent Advisory Committee

PTF = Parent Task Force

UCP = Uniform Complaint Procedures

CDE = California Department of Education

IDEA = Individuals with Disabilities Education Act

IEP = Individualized Education Program

504 = Section 504 of the Rehabilitation Act of 1973

SSPT = Student Services and Programs Team

HOST = Home Office Support Team

Comprehensive School Safety Plan (CSSP): A detailed school emergency preparedness plan that covers prevention, response, and recovery procedures.

Incident Commander: The person responsible for directing emergency operations during a crisis.

Assembly Area: A designated safe location where students and staff gather during building evacuations to facilitate attendance taking.

Lockdown: An emergency protocol that secures school buildings and grounds during situations involving threats of violence.

ParentSquare: A school-to-home engagement platform used by the school to communicate essential information to parents/guardians.

Emergency Supplies: Resources like first aid kits, flashlights, batteries, blankets, and food/water that are critical for dealing with crises.

All Clear: An announcement made by the Incident Commander indicating that a crisis or emergency has ended and normal school operations can resume.

Crisis Response Team: A multidisciplinary school team trained in crisis preparedness, intervention, and recovery strategies to support the school community during and after critical incidents.

Recovery: The process of assisting students, staff, families and the greater school community in healing and overcoming trauma in the aftermath of a crisis/emergency.

Comprehensive Safe School Plan Quick Reference Guide

Magnolia Science Academy - 3 MAGNOLIA PUBLIC SCHOOLS



Zekeriya Ocel
1254 E Helmick St,
Carson, CA 90746
(310) 637-3806
zocel@magnoliapublicschools.org

A meeting for public input was held on December 2023

Plan Revised January 29, 2024

Plan approved by MAGNOLIA PUBLIC SCHOOL GOVERNING
BOARD for review February 8, 2024

This document is available for public inspection during regular business hours at 7:30am - 4:00pm.

NOTE: Tactical information is excluded from the public inspection document. A "Public Inspection Log" will be used to record the name, address, phone number and method used for verifying the identity of all individuals requesting to inspect this plan. This document is not available for inspection on the internet.



EMPLOYEE HANDBOOK

2024-2025

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the CEO or the CEO designee, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. Only the CEO has the authority to make any such agreement and then only in writing.

Employee's Signature: _____ Date: _____

Please review this Handbook carefully and acknowledge your receipt and understanding of it in Human Resources Information System.

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Magnolia Public Schools

The Vision

Graduates of Magnolia Public Schools ("MPS") are scientific thinkers who contribute to the global community as socially responsible and educated members of society.

The Mission

MPS provides a college preparatory educational program emphasizing science, technology, engineering, arts, and math (STEAM) in a safe environment that cultivates respect for self and others.

Core Values

MPS has identified the following core values which are reinforced through its Life Skills curriculum, student learning outcomes (SLOs), and all school activities:

- Excellence
- Innovation
- Connection

Magnolia Science Academy Schools

<u>Magnolia Science Academy-1</u>	18238 Sherman Way Reseda, CA 91335	(818) 609-0507
<u>Magnolia Science Academy-2</u>	17125 Victory Blvd. Van Nuys, CA 91406	(818) 758-0300
<u>Magnolia Science Academy-3</u>	1254 East Helmick St., Carson, CA 90746	(310) 637- 3806
<u>Magnolia Science Academy-4</u>	11330 W Graham Place Los Angeles, CA 90064	(310) 473-2464
<u>Magnolia Science Academy-5</u>	18238 Sherman Way Reseda, CA 91335	(818) 705-5676
<u>Magnolia Science Academy-6</u>	745 S Wilton Pl Los Angeles, CA 90005	(310) 842-8555
<u>Magnolia Science Academy-7</u>	18355 Roscoe Blvd. Northridge, CA 91325	(818) 221-5328
<u>Magnolia Science Academy-8 (Bell)</u>	6411 Orchard Ave Bell, CA 90201	(323) 826-3925
<u>Magnolia Science Academy- San Diego</u>	6525 Estrella Ave. San Diego, CA 92120	(619) 644-1300
<u>Magnolia Science Academy- Santa Ana</u>	2840 W 1 st St. Santa Ana, CA 92703	(714) 479-0115

INTRODUCTION

This Handbook summarizes the Magnolia Public Schools' (hereinafter referred to as "MPS" or "School") personnel policies applicable to all employees. Please review these policies carefully. If employees have any questions about the policies outlined in this Handbook, or if they have any other personnel related questions, whether related to policies specifically addressed in this Handbook or not, please consult the **MPS Home Office ("MERF") Human Resources Department**.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general workplace policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you. Only **the Chief Executive Officer ("CEO") of MPS**, with the express written approval of the Board of Directors, may alter the at-will employment status of any of its employees.

After reviewing this Handbook, please e-sign the employee acknowledgement form **in the Human Resource Management System Employee Self Service Portal**. This signed acknowledgement demonstrates to the School that the employee has read, understood and agrees to comply with the policies outlined in the Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Policy

MPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including reproductive health decision making, an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), or the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. MPS will then conduct an investigation to identify the barriers that interfere

with the equal opportunity of the applicant or employee to perform the job. MPS 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.

At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents, whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

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 or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to Child Protective Services or law enforcement.

MPS will provide annual training on the mandated reporting requirements, using the online training module provided by MPS, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of employment.

By acknowledging receipt of this Handbook, the employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must report within one workday of release to the Principal.

Tuberculosis Testing

All prospective employees and continuing employees must provide proof of clearance from active tuberculosis (TB) from a healthcare provider. Applicants must provide proof in the form of a clear TB test, skin test, or chest x-ray of the lungs. Returning employees of the School may submit a Risk Assessment Form signed off on by their healthcare provider, or any of the options approved for new hire employees. However, if a Risk Assessment Form is used by the employee and TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB.

The examination for TB consists of an approved TB test, which, if positive will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial and continuing employment with the School.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

The employee will not be required to submit a new TB exam if the employee can produce a current certificate showing they were found free of infectious tuberculosis within sixty (60) days of initial hire. The cost of the examination required of existing and new-hire employees shall be a reimbursable expense. Employees should follow the [MPS Purchase Policies & Procedures Manual](#) while making their reimbursement requests.

The [County Health Department](#) may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School. Failure to maintain current TB test results may result in placement on inactive status for failure to meet the minimum conditions of employment, or disciplinary action, up to and including release from at-will employment.

Immigration Compliance

MPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, MPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. **If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.**

If the employee has any questions or needs more information on immigration compliance issues, they should contact the Principal.

Professional Boundaries: Staff/Student Interaction Policy

MPS recognizes its responsibility to establish and enforce **all rules and regulations governing student and employee behavior to create a safe, inclusive,** and most learning-conducive environment possible.

Corporal Punishment:

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

Examples of PERMITTED actions (NOT corporal punishment):

- Restraining a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism;
- Defending yourself from physical injury or assault by a student;
- Forcing a pupil to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment):

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior:

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when the employee is unsure if certain conduct is acceptable, is to ask, "Would I be engaged in this conduct if my family or colleagues, including someone from my HR Department, were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Professional Boundaries with Social Media

Employees are at particular risk of a professional boundaries violation when interacting with students on social media. Employees must not discuss or share information about, or images of, students on social media.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy):

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the school;
- Making or participating in sexually inappropriate comments;
- Sexual jokes;
- Seeking emotional involvement with a student for your benefit;
- Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior;
- Insulting students, calling students names, using swear words, or making intimidating gestures or comments.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission:

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- Giving students a ride to/from school or school activities;
- Being alone in a room with a student at school with the door closed;
- Allowing students in your home.
- Giving students a ride to/from school or school activities;
- Being alone in a room with a student at school with the door closed;
- Allowing students in your home.

Cautionary Staff/Student Behaviors:

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence).

- Remarks about the physical attributes or development of anyone
- Excessive attention toward a particular student;
- Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors:

- Getting parents' written consent for any after-school activity;
- Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology);
- Keeping the door open when alone with a student;
- Keeping reasonable space between you and your students;
- Stopping and correcting students if they cross your own personal boundaries;
- Keeping parents informed when a significant issue develops about a student;
- Keeping after-class discussions with a student professional and brief;
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries;
- Involving your supervisor if a conflict arises with a student;
- Informing the Superintendent about situations that have the potential to become more severe;
- Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers;
- Asking another staff member to be present if you will be alone with any type of special needs student;
- Asking another staff member to be present when you must be alone with a student after regular school hours;
- Giving students praise and recognition without touching them;
- Pats on the back, high fives and handshakes are acceptable;
- Keeping your professional conduct, a high priority.

Certification and Licensure of Instructional Staff

All teachers are required to hold a current California teaching credential, certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. MPS complies with all requirements of the authorizers regarding the certification and licensure of instructional staff. Paraprofessional staff may also be required to provide documentation proving that they meet the requirements for paraprofessional staff. It is the responsibility and a condition of continued employment for all instructional staff, including teachers and paraprofessionals to provide any necessary licensure to a **direct supervisor** no later than the close of business prior to the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to **his or her direct supervisor**. Staff who are required to possess state and federal certification, expertise, and related requirements must timely maintain such qualifications as a condition of employment at the School. Failure to maintain the appropriate credential/certification required of the position may result in disciplinary action, up to and including release from at-will employment.

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

MPS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. MPS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, discriminated, or retaliated against by the School, based upon the characteristics noted above. These individuals are entitled to bring a complaint to the School under this policy.

MPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to forward any complaints of unlawful harassment to their Supervisor or designee.

When MPS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO), the Principal (if the complaint is about a school site employee), or the CEO or designee (if the complaint is about a Home Office employee), will review the allegations,

the facts, and circumstances, and may conduct an investigation if appropriate. Any investigation must be fair, timely and thorough and provide all parties an appropriate process and reach reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. MPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

MPS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All employees will receive two (2) hours of sexual harassment prevention training within six (6) weeks of hire. Additionally, all returning employees will receive sexual harassment prevention training within six (6) weeks of the new school year. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Publicly reading, **viewing**, or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPS policy.

Reporting

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment, discrimination, and retaliation. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute a violation of this policy or any other prohibited behavior, they must take immediate action to address such conduct. Any employee who believes they have been harassed, discriminated against, or retaliated against, or who has witnessed such conduct, is encouraged to immediately report it to the Principal, the CEO, or the Board, as indicated above. See **Appendix A** for the "Harassment / Discrimination / Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form." See the MPS website for the "Title IX Complaint Policy."

Dispute Resolution through Arbitration

Employees of MPS agree, as a condition of employment, to resolve workplace concerns internally to the extent possible, and through binding and mandatory arbitration where it cannot be handled internally. See **Appendix C** for the "Arbitration Agreement."

Whistleblower Policy

MPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation to their direct supervisor or to the MPS HR Department if the concern is about the Supervisor. If the concern is being brought by a non-employee, it should be reported to the school site Principal. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug- and Alcohol-Free Workplace

MPS is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, volunteers, and independent contractors, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other MPS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Employees involved in an accident or injury in relation to their work may be subject to mandatory drug or alcohol testing. If MPS assigns post-incident drug or alcohol testing, the employee must agree to submit to the testing for the safety of the workplace, or they may be subject to discipline for falling to comply with a necessary safety protocol.

Confidential Information

All personnel information and information relating to students, including personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties or email addresses (including a private employee email). All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Employees at the worksite and teleworking must ensure confidential information is maintained in a secure location restricted from access by unauthorized third-parties.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

Relationships between Employees

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some situations can create conflicts of interest requiring the School to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and avoid situations of favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises, both employees should notify the School so that appropriate measures can be taken to prevent actual or perceived conflicts of interest or favoritism.

The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

No Smoking

All School buildings and facilities are non-smoking facilities.

GENERAL WORKPLACE POLICIES

Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. Any act or threat of violence must be immediately reported to **the Principal for school site concerns and to the MPS HR Department for Home Office concerns.**

Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by **the Principal** and is available for your review. Additionally, the School has adopted a reopening plan to address the safe reopening and operating of MPS schools following the school closure due to COVID-19. Employees must carefully review and comply with the reopening plan for which they will receive training and further instruction during Professional Development training and as needed.

Employees are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. Any potential health or safety hazards and all injuries or accidents must be immediately reported to a supervisor. In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

MPS has developed guidelines to help maintain a secure workplace. Employees are encouraged to be aware of their surroundings and be on the lookout at all times for any unusual circumstances, such as unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to **the Principal (or MERF Human Resources for MERF employees)**. Employee desks and offices should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify **the Principal (or MERF Human Resources for MERF employees)** when keys are missing or if security access codes or passes have been breached.

Occupational Safety

MPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School employee and supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, the employee should request assistance from a supervisor. Unsafe conditions must be reported immediately.

Employees shall be observant of any workplace conditions that may be a cause or contributor to the spread of illness caused by virus and disease, including unclean surfaces, personal illness or the possible illness of others, or work conditions that may seem unsanitary or in violation of any active public health or government order.

To maintain occupational safety, the School may adopt and enforce any government or agency approved measures for evaluating and enforcing employee health and wellness, including health screenings, assessments, or checks.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. MPS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident, injury, or possible cause of COVID-19 occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

School Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly,

employees do not have a reasonable expectation of privacy when using any School property or facilities. All School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee or employee permission. School property includes all desks, electronic devices, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.

The School reserves the right to deny entry to School property to any person, including those who refuse to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter, or if it is conducted in areas where other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Use of School Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, individual emails, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for nonbusiness use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School. Employees are prohibited from forwarding files, emails, or school owned resources to their personal email accounts or outside the MPS network for non-School use.

Employees should not use personal devices or email accounts for MPS-related communications. Such communications should only take place using MPS-issued devices and via the employee's MPS email account. **Employees are required to promptly respond to work emails and communications. Exempt and nonexempt employees must respond within one (1) business day.**

Additionally, the School uses technology protection measures that protect against internet access (by both minors and adults) to visual depictions that are obscene, pornographic, and/or harmful to minors. These measures may include, but are not limited to, using a spam filter, installing a blocking system to block specific internet sites, setting internet browsers to block access to adult

sites, using a filtering system that will filter all internet traffic and report potential instances of misuse to the School.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide **the I.T. Coordinator** with all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Internet use is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify, or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright.

Employees are not permitted to use the School's communications equipment and technology to view content or images that are obscene, pornographic, and/or harmful to minors. The email system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or political beliefs with little or no educational value may not be displayed or transmitted. The e-mail system and internet access are not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Telework Policy

Purpose

From time to time, in its discretion, MPS may assign certain staff members to telework based on the needs of the organization. If telework is assigned, or otherwise authorized, employees will comply with the requirements of this telework policy.

Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a Magnolia-wide benefit. This arrangement in no way alters or changes the terms and conditions of employment with Magnolia, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, Magnolia has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

General Requirements

MPS will designate at the beginning of employment whether a position is on-site, fully remote, or a hybrid of on-site and remote (also known as telework). Employees with telework assignments shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all Magnolia policies and procedures when teleworking, including all of the foregoing set forth in Magnolia's most recent Employee Handbook. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by Magnolia and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive prior written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

Eligibility Considerations

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. In the sole discretion of Magnolia and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of Magnolia;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of Magnolia data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet Magnolia's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, meetings, messages, etc., as applicable, to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

Communication And Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other Magnolia stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, Magnolia stakeholders, and Magnolia generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

Safety

The telework space is considered an extension of Magnolia's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow Magnolia or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

Supplies, Equipment, And Furniture

Magnolia will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by-case basis. Magnolia will not provide office furniture for the workspace at home and the employee's home work-site must be minimally equipped to serve as a remote workspace.

Laptop devices and internet hotspots will be supplied and maintained by the Magnolia, subject to availability. Any equipment provided by Magnolia to the employee shall remain the property of Magnolia. Equipment supplied by Magnolia is to be used for work purposes only. Employees must sign an inventory of all Magnolia property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of Magnolia property. Employees shall be held liable to Magnolia whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of Magnolia property. Upon cessation of a telework assignment, all Magnolia property must be returned to Magnolia.

All other necessary technology shall be supplied by the employee as approved by Magnolia. All technology supplied by the employee shall be maintained by the employee. Magnolia accepts no responsibility for damage or repairs to employee-owned equipment. Employees who supply personal technology for a Magnolia-related use shall be eligible for a reimbursement pursuant to

the "Reimbursement" section below. Any employee who proposes to supply their own personal technology for Magnolia related work shall notify their supervisor of the same and provide an inventory of such personal technology.

Reimbursement

Magnolia shall reimburse employees for actual and necessary expenses incurred by the employee for purposes of carrying out Magnolia business when such expenses are expressly authorized and preapproved by Magnolia.

Employees who believe their expenses exceed the reimbursement amounts described above shall be required to submit copies of their expenses, such as the internet and/or cell phone bill at issue, for review. Such bills may be redacted as needed to remove any private/confidential information.

Information Security And Confidentiality

Employees must never provide any third parties access to Magnolia network or share network access passwords, and must comply with all policies and procedures related to information security and network access, including policies and procedures contained in the Magnolia Employee Handbook.

Consistent with Magnolia's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any Magnolia materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and shall not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of Magnolia materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

Performance Standards

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members, including as detailed in the "Professional Boundaries: Staff/Student Interaction" policy. Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

Evaluation & Duration

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly

face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

Magnolia may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, Magnolia shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at Magnolia following the COVID-19 pandemic.

Use of Personal Property

Employees are not encouraged to bring in personal property or materials for use in the School setting. If an employee has a personal property item he or she would like to bring in for School use, the employee must first gain approval by MPS. MPS will not be responsible or liable for the property item. The employee assumes all liability for any damage or injury caused by bringing in a personal property item.

The employee may be subject to discipline for a violation of this policy. The School will not be liable for lost, stolen or damaged person property items, and such items are brought in at the employee's own risk.

Security Cameras on Campus

MPS has authorized the use of security cameras in public areas where there is no reasonable expectation of privacy, including in and around School buildings and on School property. The purpose of this program is to promote and maintain a safe, secure, and healthy environment for students and staff, and to protect the community's investment in School owned or leased property and facilities.

Public areas may include school buses, building entrances, hallways, parking lots, front offices where students, employees, and parents come and go, break rooms, gymnasiums during public activities, cafeterias, and supply rooms. Private areas of campus, such as private employee offices (unless consent by the office owner is given), restrooms, and locker rooms will not be subject to security camera recording. Additionally, MPS will post signage indicating the areas of campus where security cameras are in use.

The precise location of security cameras shall be determined by MPS or by the School-site principal with the approval of the CEO. Input from employees may be sought to determine the most beneficial locations for security cameras. A diagram showing the wiring of the local server for the security cameras at the school sites shall be shared with the Board prior to the installation of the security monitoring system.

Security cameras will not be used to record audio or live footage, and footage will be kept private and destroyed after thirty (30) days, unless the preservation of the footage is otherwise needed. Authorized personnel may view the security camera footage by accessing the pre-recorded footage saved to a digital file. While MPS will not use the security camera footage to evaluate employee performance, it may be used by MPS or law enforcement in cases of suspected illegal

or inappropriate conduct. In such cases, MPS cannot guarantee that security camera footage will be kept private.

Under no circumstances will employees make unauthorized copies or duplicates of security camera footage.

Employees are prohibited from tampering with the MPS's security cameras, systems, and/or footage. "Tampering" includes any unauthorized use, access, or physical damage, or any attempt to interfere, block or prevent the security camera from recording footage. Any employee found to have tampered with MPS security monitoring system may be disciplined, up to and including termination, and they may also be liable for any damage to the system.

Social Media

If an employee decides to post information on the Internet (i.e., blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
 - Employees may not use or post images of students or student information or work;
- Student and employee confidentiality policies must be adhered to;
 - Employees must make clear that the views expressed in their blogs are their own and not those of the School;
 - Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
 - Employees are not authorized to publish any confidential information maintained by the School;
 - Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
 - Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings are disruptive to the School or violate this or other School policies.

Intellectual Property Rights

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at the School shall be the property of the School and deemed a work made for hire and the employee is deemed to have waived all rights in favor of the School. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must acknowledged the author or owner.

Media Contacts

All media inquiries regarding the School and its operations must be referred to the **Chief Impact Officer or designee**. Only the **Chief Impact Officer or designee** is authorized to make or approve public statements pertaining to the School or its operations, although, public employees do not lose the right to speak on matters of public importance. No employee, unless specifically designated by the **Chief Impact Officer or designee**, is authorized to make statements to the media on behalf of the School. Any employee who would like to write and/or publish an article, paper, or other publication on behalf of the School must obtain approval from the **Chief Impact Officer or designee** before publication.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep **the Principal (or MERF Human Resources for MERF employees)** advised of changes that should be reflected in their personnel file by making the changes in the Human Resources Information System Employee Self Service Portal. Such changes include: change in name, address, telephone number, personal information if required for insurance purposes (e.g., marital/domestic partnership status, number of dependents) and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. MPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to **the Principal (or MERF Human Resources for MERF employees)**. Only **the Principal and MERF Human Resources** or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required. Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOURS OF WORK, OVERTIME AND ATTENDANCE

Employee Classifications

An employee's salary and benefits depend on a wide range of factors, including base scale, qualifications, additional duties, and performance. Employees who have any questions about their salary, should speak to the Principal or the Human Resources Department for more details.

Classification Type	Definition	Eligible Benefits
Full-Time Salaried	Employed on a regularly scheduled 30+ hours per week basis for a non-specified period.	<ul style="list-style-type: none"> - STRS/PERS/401K Retirement Plan - Personal Necessity/Sick Leave/Floating Holiday - 100% Health Benefits Coverage (including family members) - Life insurance Plan - Vacation Hours (12-months employees only) - Tuition Reimbursement Program
Full-Time Hourly	Employed on a regularly scheduled 30+ hours per week basis for a non-specified period.	<ul style="list-style-type: none"> - STRS/PERS/401K Retirement Plan - Personal Necessity/Sick Leave Hours/Floating Holiday - 100% Health Benefits Coverage (including family members) - Life insurance Plan - Vacation Hours (12-months employees only) - Tuition Reimbursement
Part-Time Hourly	Employed on a regularly scheduled basis of 20.00 to 29.99 hours per week for a non-specified time.	<ul style="list-style-type: none"> - STRS/PERS Sick Leave
Part-Time Hourly	Employed on a regularly scheduled basis of 19.99 or less hours per week for a non-specified time.	<ul style="list-style-type: none"> - Sick Leave - Not eligible for any other benefits
Temporary/Seasonal Full-Time	Employed on a regularly scheduled basis of 30+ hour per workweek for a finite period of time (though they are still at will employees).	<ul style="list-style-type: none"> - Sick Leave - Some full-time temporary and seasonal employees may also be eligible for employer-sponsored health benefits, as required by law.
Temporary/Seasonal Part-Time	Employed on a regularly scheduled basis of 29 or less hours per week for a finite period of time (though they are still at-will employees).	<ul style="list-style-type: none"> - While this position may be eligible for Sick Leave, it is not eligible for any benefits.
Independent Contractor	Independent Contractors are non-employees.	Not eligible for any benefits.

Work Hours and Schedules

The School's normal operating hours are from ***7:30 a.m. to 4:00 p.m.**, Monday through Friday. The work schedule for hourly nonexempt employees may vary. Each employee will be assigned a work schedule by their supervisor. *Typical working hours for hourly nonexempt employees may be as follows:

REGULAR WORKING HOURS*	
School Level: Full-time office staff	7:30 a.m. – 4:00 p.m. (may include a meal break for thirty (30) minutes and two ten (10) minute breaks)
School Level: All other full-time employees	7:45 a.m. – 4:00 p.m. (may include a meal break for thirty (30) minutes and two ten (10) minute breaks)
CMO Level: All full-time MERF employees	8:30 a.m. – 5:00 p.m. (may include a meal break for thirty (30) minutes and two ten (10) -minute breaks)

* Working hours may vary from one School site to another.

Employee work schedules and pay may fluctuate depending on the workload:

- Employees may have to work hours beyond their normal schedules as work demands require.
- Hourly employees will only be paid for the hours actually worked unless accrued paid leave is used or during a paid holiday for eligible employees.
- Employees are expected to attend weekly staff meetings and other mandatory training and meetings.
- Full-time teachers may be required to supplement regular curricular activities through after school programs, including tutoring and clubs. Each full-time teacher is expected to offer at least two after school programs per week.
- As directed by the Principal, employees may be required to conduct home visits to develop a positive school-home relationship that supports student achievement.
- As directed by the Principal, employees may also be required to attend school events and activities, including but not limited to, parent conferences, student/parent orientation, back-to-school nights, parent/community meetings, and any other school events and activities that occur during or outside of the normal school day, as indicated in the work year calendar. This required work is distinguishable from the employee's involvement in non-work volunteer activities, which are not required by the employee's employment.
- Employees are expected to perform other duties as requested by their direct supervisor.

Overtime

Whether an employee is exempt from or subject to overtime pay will be determined on a case by-case basis. Generally, teachers and administrators are exempt from earning

overtime pay. Exempt employees may have to work hours beyond their normal schedules as work demands require, thus, no overtime compensation will be paid to exempt employees. Nonexempt employees may be eligible to earn overtime if required to work beyond the regularly scheduled workday or workweek. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. MPS will attempt to distribute overtime evenly and accommodate individual schedules, however, the operational needs of the School are paramount. All overtime work must be previously authorized in writing by **the Principal (or MERF Human Resources for MERF employees.)** MPS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law.

Make Up Time

A non-exempt employee may make a written request to make up work time that is or would be lost as a result of another scheduled absence. It is at the sole discretion of the School to approve or reject the request. The hours of that make up work may only be performed in the same workweek in which the work time was lost and may not result in the employee earning overtime. The makeup time must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one week. The employee is responsible for recording time worked and taking all applicable rest and meal breaks during make-up time. Make up time is not encouraged and is based on the availability of work.

Employees who are called to work on a scheduled day off, such as a holiday, may be provided a makeup day off during the same workweek, schedule permitting and with supervisor approval.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor. The School will comply with such legal procedures.

Employees are strongly encouraged to avoid such wage attachments and garnishments.

Meal and Rest Periods

All employees working at least five (5) hours are provided with a thirty (30) minute unpaid meal period, to be taken approximately in the middle of the workday, but by no later than the end of the fifth (5th) hour of the workday. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and MPS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as

practicable. Employees are prohibited from combining meal and rest period time. An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

MPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

MPS will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Pay Days

Paydays are scheduled twice per month for **all employees**. The pay periods run from the 1st of the month to the 15th of the month (with paychecks available on the 20th of the month) and the 16th of the month to the end of the month (with paychecks available on the 5th of the following month). For 12-month employees, the School pays up to twenty-four (24) pay periods. For 11 month employees, the School pays up to twenty-two (22) pay periods. The total number of pay periods may vary depending on the starting and ending date of employment, and whether the employee performed work, used time from the accrued leave (paid sick leave, vacation leave, PTO), or is eligible for a paid holiday during the pay period. The last pay period of the school year ends on June 30th. Each paycheck will include earnings for all reported work performed through the end of the payroll period and is subject to regular withholdings. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay no later than the next day of work after the day(s) off.

Employees should promptly notify **the Principal (or MERF Human Resources for MERF employees)** with questions regarding the calculations of their paycheck. Any corrections will be noted and will appear on the following payroll check.

Payroll Withholdings

As required by law, the School shall make all required withholdings, including:

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every payroll deduction is explained on the check voucher. Employees are directed to contact Human Resources with questions.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to **the Principal (or MERF Human Resources for MERF employees) and by updating the Human Resources Information System Employee Self Service Portal**. The Human Resources Department also maintains a supply of forms.

It is the employee's responsibility to report any changes in filing status to **the Principal (or MERF Human Resources for MERF employees)** by updating his/her Human Resource Management System Employee Self Service Portal.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks.

Salary Compensation for Partial Pay Period

Salary payments to employees who are employed for less than a full pay period because of leave without pay, separation from employment for any reason, or employment at dates other than the beginning or the end of the pay period are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40) hours Monday through Friday unless otherwise specified.

For teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

Pay Rate Schedule

Pay is primarily determined by the work classification, employee qualifications, years of service, and individual performance. The School uses the Board approved employee pay raise scales to determine the salaries for **full-time teaching staff and non-classroom based academic personnel and school leaders**. MERF employees and classified employees pay are determined by the MPS Board approved salary band. Please refer to the scales for details. For school level classified employees, the pay is primarily determined by the work classification and individual performance.

Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. School and MPS organized In-Service and Professional Development days are considered regular working days, employees are expected to be present on those days. If it is necessary to be absent or late, the employee must arrange it in advance with a **direct supervisor**. If it is not possible to arrange the absence or tardiness in advance, the employee must notify a **direct supervisor** no later than one-half (1/2) hour before the start of the workday. Teachers are also responsible to have a substitute folder for use when they are absent from school. If the employee is absent from work longer than one day, they must keep their **direct supervisor** sufficiently informed of the situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, as shown below in the Disciplinary Action Chart for Tardiness.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment, **except in certain documented emergency circumstances**. The actual amount of time used during the tardiness will be subtracted from employee's vacation or sick leave hours (if related to a sick leave purpose) for each tardiness, in one (1) hour increment. Once all sick leave/vacation is used, employee's tardy hours will be reflected as unpaid time off.

CHART OF CONSEQUENCES FOR TARDINESS AND ABSENCES

	OCCURRENCES/DAYS	STEP AND ACTION
TARDINESS	1 -3 tardiness	Verbal Warning
	The 4th tardy	Written Warning.
	The 5th tardy	Employee may also be placed on an Improvement Plan.
	6th and subsequent tardiness	Disciplinary: The employee may be subject to further discipline or dismissal.
ABSENCES	After all sick leave/vacation days are used	For exempt employees, a full day of pay will be deducted for each full days' absence. For nonexempt employees, no deduction will be made, but the employee will not earn wages during their absence.
NO CALL/NO SHOW	3 consecutive days	Considered job abandonment, which can lead to termination.

Timecards and Records

By law, MPS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Principal **within the same pay period** to make the correction and such correction request must be approved by the Principal.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's timecard. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Mandatory Training and Meetings

Employees may be required to attend online/onsite trainings, lectures and meetings outside of regular working hours. All teaching staff and school administrators are required to attend summer in-services, weekly staff meetings, and other mandatory training and meetings as directed by the **Principal**.

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours. All staff will be paid for the total hours of mandatory trainings plus travel time and mileage reimbursement (if applicable) with respect to MPS Reimbursement Policy.

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay nonexempt employees for attendance at voluntary trainings. If the employee is unsure about the characterization of an offered training, lecture or meeting, they should contact their **direct supervisor** before attending.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

Expense Reimbursements

The School may reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business, including, but not limited to, fingerprint processing fees, TB test fees, First Aid & CPR fees, fees of exams that lead to professional certification (CSET, CBEST, RICA, CTEL, CLAD, CPACE, etc.,) and other approved School business and profession related expenses. During the onboarding process for a new-hire, fingerprint processing fees and TB test fees may be reimbursed up to 2 (two) fees upon the supervisor and/or the HR Department's request and approval. Credential fees, university entrance exam fees, and US Constitution exam fees are not reimbursable. Please refer to the [MPS Tuition Reimbursement](#) policy for professional development opportunities and certification programs reimbursed by the School.

In order to be eligible for reimbursement, employees must follow the protocol set forth in the MERF's policy regarding expenditures, a copy of which may be obtained from the **Principal (or MERF Human Resources for MERF employees)**.

MERF Purchase Policies and Procedures Manual requires all employee expense or purchase plans to be pre-approved by his/her supervisor.

All new and continuing tuition reimbursement requests must be pre-approved annually by employee's supervisor as stated in the MPS Tuition Policy.

STANDARDS OF CONDUCT

Personal Appearance/Standards of Dress

MPS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.
3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing.
4. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
5. Skirts and dresses should be no higher than three (3) inches above the knee.
6. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
7. For safety purposes, earrings must not dangle more than one (1) inch below the ear.
8. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
9. Apparel of a controversial nature which is likely to be divisive or disruptive to students or interfere with MPS's neutral viewpoint work environment.
10. Due to safety concern, appropriate shoes must be worn at all times. For example; flip flops are not appropriate foot wear.
11. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.
12. Supervisors will inform employees of any specific dress requirements for their position.

Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees who behave with a disregard for school rules, mission, or vision will be disciplined accordingly. This includes employees who behave with a lack of courtesy and civility toward others, who do not prioritize their commitment to MPS, and who undermine or act against School programs, rules, and policies. MPS wishes to provide students with the best quality of education by committed school leaders with a student-centric mindset. MPS understands that not every person values and prioritizes a charter school education with the same level of commitment, and that is the prerogative of the individual. However, it is MPS's prerogative in an at-will employment relationship to seek to surround our students with committed advocates, and to end employment relationships with individuals who do not carry out the School's mission. Employees who are not committed to carrying out MPS's school mission, or who behave in a manner that is contrary to the goals of the School, may be deemed not a good fit for MPS and released from at-will employment on that basis. Similarly, employees who violate the spirit of this section, or the expressly written rules of conduct, may be released from at-will employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the employment relationship the employee has with the School nor does it prevent the School from releasing employees for any or no reason at all, consistent with the at-will employment relationship.

- Insubordination – willfully or negligently failing to perform a task or duty assigned or act in accordance with instructions provided by the School;
- Unprofessional conduct.
- Inefficiency - including willful or negligent restriction of output, carelessness or unnecessary wastes of time or material, neglect of job duties or responsibilities;
- Unacceptable or poor job performance;
- Privacy violations or release of confidential information without authorization;
- Violations of the attendance policy or other unexcused/unreported absence and/or lack of punctuality;
- Improper use or abuse of leave;
- Working unauthorized overtime or refusing to work assigned overtime;
- Misuse of School property or funds;
- Improper use of School equipment, materials, time or property;
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- Failure to maintain a required license, certification or permit current and in good standing;
- Horseplay or other unnecessary or inappropriate physical contact;
- Sleeping, loitering, or malingering on the job;
- Refusal to communicate with students, parents, supervisors, or other employees;
- Conducting personal business during business hours and/or unauthorized use of School property for non-School reasons;
- Posting any notices on School premises without prior written approval of management unless posting is on a School bulletin board designated for employee postings and is otherwise non-offensive and appropriate for the workplace;
- Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter, is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs such as lunch periods

and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks;

- Failure to comply with the School's safety procedures;
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment;
- Immoral or indecent conduct;
- Fighting or instigating a fight on School premises;
- Gambling on school premises;
- Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees;
- Possession of alcohol or illegal drugs and controlled substances at work, or reporting to work while under the influence of the same;
- Dishonesty;
- Falsification, fraud or omission of pertinent information when applying for a position;
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record;
- Theft or embezzlement;
- Willful destruction of School property;
- Conviction of a crime making the employee unfit for the position, or failure to report a criminal charge or conviction to the School;
- Possession of firearms, or any other dangerous weapon, while on campus or while working for the School;
- Violation of the discrimination, harassment or retaliation policy;
- Engaging in sabotage or espionage (industrial or otherwise);
- Any willful act that endangers the safety, health or wellbeing of another individual;
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school;
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School; and
- Failure to respond to work-related communications within 1 day for exempt employees and 1 business day for nonexempt employees.
- Violations of federal, state or local laws affecting the organization or the employee's employment with the organization.

Off-Duty Conduct

While the School does not seek to interfere with the lawful off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the School;

- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the School;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the School;
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of the School.

Employees who wish to engage in additional employment must submit a written request to the School explaining the details of the additional employment. The School will advise the employee of whether a conflict appears to exist based on the information provided. The School assumes no responsibility for this determination or the employee's other employment. MPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of the additional employment. Authorization to engage in additional employment can be revoked at any time if a conflict is suspected.

EMPLOYEE BENEFITS

Holidays and Vacations

School Holidays

The School recognizes the following holidays. All exempt and nonexempt **full-time** employees will receive the following paid holidays in 2024-2025:

School Holidays	Dates
Independence Day	July 4, 2024 (Thursday) <i>(for 12month employees)</i>
Labor Day	September 2, 2024 (Monday)
Veterans Day	November 11, 2024 (Monday)
Thanksgiving Day*	November 28, 2024 (Thursday)
Day after Thanksgiving*	November 29, 2024 (Friday)
Christmas Holiday**	December 25, 2024 (Wednesday)
Winter Break Holiday**	December 26, 2024 (Thursday)
Winter Break Holiday**	December 27, 2024 (Friday)
New Year's Holiday**	December 31, 2024 (Tuesday)
New Year's Holiday**	January 1, 2025 (Wednesday)
M. L. King Day	January 20, 2025 (Monday)
Presidents' Day	February 14, 2025 (Friday) (Only MSA-SA & MSA-SD) February 17, 2025 (Monday) (ALL MPS & HO)
Cesar Chavez Day	March 31, 2025 (Monday)
Spring Break Holiday***	April 2, 2025 (Wednesday) (Only MSA-SD) April 9, 2025 (Wednesday) (Only MSA-SA) April 16, 2025 (Wednesday) (Only MSA1 to 8 & HO)
Spring Break Holiday***	April 3, 2025 (Thursday) (Only MSA-SD) April 10, 2025 (Thursday) (Only MSA-SA) April 17, 2025 (Thursday) (Only MSA1 to 8 & HO)
Memorial Day	May 26, 2025 (Monday)
Juneteenth Holiday	June 19, 2025 (Thursday)

* Falls during Thanksgiving Break

** Falls during Winter Break

*** Falls during Spring Break

School Breaks

All **full-time** exempt employees will receive the following paid school breaks (which may include, and are not in addition to, the School Holiday Schedule above):

- Thanksgiving Break (including Thanksgiving Day and the Day after Thanksgiving)
- Winter Break (including the Christmas Day, Winter Break Holiday, and New Year's Day)
- Spring Break (including Spring Break Holiday)

Part-time, temporary, and seasonal employees, and independent contractors, are not compensated during School breaks.

Full-time **education specialists, school psychologists, college counselors, athletic directors, and school social workers** at the school sites will be treated as teaching staff for the purpose of holidays and vacation. If employees have any questions about their employment classification, they should consult with **MERF Human Resources**.

SCHOOL BREAKS	DATES
Full-time teaching staff:	
Thanksgiving Break	November 25 (Mon)-November 29 (Fri), 2024 (All MPS Schools & HO)
Winter Break	December 16, 2024 (Mon)-January 3, 2025 (Fri) (For MSA1-8 & SA & HO) December 23, 2024 (Mon)-January 3, 2025 (Fri) (For Only MSA-SD)
Spring Break	March 31, 2025 (Mon) - April 4, 2025 (Fri) (Only MSA-SD) April 7, 2025 (Mon) - April 11, 2025 (Fri) (For MSA-SA) April 14, 2025 (Mon) - April 18, 2025 (Fri) (For MSA1 to 8 & HO)
School administrators, classified exempt 12 month employees, and MERF employees:	
Thanksgiving Break	November 27 (Wed)-November 29 (Fri), 2024 (All MPS Schools & HO)
Winter Break	December 18, 2024 (Wed)-January 3, 2025 (Fri) (For MSA1-8 & SA & HO) December 25, 2024 (Wed)-January 3, 2025 (Fri) (For Only MSA-SD)
Spring Break	April 2, 2025 (Wed) - April 4, 2025 (Fri) (Only MSA-SD) April 9, 2025 (Wed) - April 11, 2025 (Fri) (For MSA-SA) April 16, 2025 (Wed) - April 18, 2025 (Fri) (For MSA1 to 8 & HO)

If a school site has a different schedule of breaks and/or additional breaks other than those listed above, such as fall break, Presidents' week, etc., the general rule of thumb is that fulltime teaching staff will take the whole break off in the school calendar while the School administrators and MERF employees will have two (2) days less off. Full-time, hourly classified staff are only eligible for pay according to the School Holiday Schedule above.

Floating Holidays

All full-time MPS Employees are eligible to receive two (2) floating days each school year. Floating Holidays are not vacation days, and cannot be paid out, cashed out, and cannot be rolled over. Floating holidays are provided at the start of each school year.

Vacation

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. Vacation is provided to prevent overworking. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

All **full-time 12 month** employees accrue vacation from the date of hire at the following accrual rates:

*ELIGIBLE EMPLOYEES	VACATION ACCRUAL	MAX CAP
School Administrators	Hours will accrue per pay period up to 160 hours (8 hours per pay period) per year	240 hours
School Classified Employees	Hours will accrue per pay period up to 120 hours (6 hours per pay period) per year	200 hours
MERF Employees	Hours will accrue per pay period up to 160 hours (8 hours per pay period) per year	240 hours

As a benefit to employees, eligible employees will accrue the maximum vacation time prior to the end of the year to facilitate their use of vacation time before the end of the year. This accelerated accrual does not entitle eligible employees to vacation time above and beyond their yearly accrual, as indicated in the chart above. Vacation time may not be utilized before it is earned. Vacation is rolled over from year to year and is capped at 240 hours for administrators and MERF employees, and 200 hours for fulltime classified employees. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Employees who have non-sick related partial or full day absences will have vacation time deducted from their vacation bank commensurate with their time off.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

On termination of employment, the eligible employee is paid all accrued, unused vacation at the employee's base rate of pay at the time of his or her separation from employment.

All vacations must be approved in advance by **the direct supervisor of the employee**, who will make reasonable efforts to accommodate employee requests. Vacation requests must be made at least two (2) weeks prior to the desired vacation time. Job requirements will always have precedence over vacation schedules. The School may attempt to have some of its employees stagger vacations in an effort to avoid affecting services.

All 11 month employees, including non-classroom based academic employees and teaching staff, do not accrue vacation.

For full-time teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

Any accrued but unused vacation will not be paid out at the end of the school year. Nonetheless, all employees are entitled to have their unused vacation time paid out upon separation from the School.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, MPS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Additionally, employees may use sick leave during public health emergencies resulting in the closure of MPS, the employee's child care provider, or the school of the employee's child. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, siblings), or a designated person (i.e., one who is designated by the employee at the time the leave is requested) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

All full-time and part-time staff will be credited with forty-eight (48) hours of sick leave at the start of the school year. In addition to the credited forty-eight (48) hours, all 11 and 12-month full-time employees will accrue two (2) sick leave hours per pay period. The maximum accrued sick leave is eighty (80) hours per year. Paid sick leave can be used by all MPS employees who work for at least thirty (30) days within the span of a single calendar year from the commencement of employment.

Employees may roll over up to eighty (80) hours of paid sick leave from year to year.

MPS EMPLOYEE SICK HOURS			
	BEGINNING	ACCRUAL	MAXIMUM ACCRUAL
11-MONTHS FULL-TIME	48 hours	2 hours per pay period	80 hours
12-MONTHS FULL-TIME	48 hours	2 hours per pay period	80 hours
PART-TIME	48 hours	X	N/A
SEASONAL/TEMPORARY	0	1 hour for every 30 hours worked	80 hours

Employees cannot use paid sick leave until the thirtieth (30th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of one (1) hour.

Sick leave is intended to be used only for the qualifying purposes stated above. MPS will not tolerate abuse or misuse of sick leave. If an employee is absent longer than **five (5)** days due to illness, medical evidence of the illness and/or medical certification of the employee's fitness to return to work may be required.

It is integral to the operation of MPS programs, and the education of students, that MPS receive proper advance notice of paid sick leave absences. Unless the delay in reporting was unavoidable, employees must make advance requests for paid sick leave so coverage can be provided for their role, and student programs are not unnecessarily disrupted by a sudden absence. An employee who has an authorized reason for an absence, but no justifiable reason for failing to report it in advance as required by the attendance policy, may be subject to discipline for violation of this section. Employees who are absent for a paid sick leave related reason must request paid sick leave, as supervisors will not assume sick leave is appropriate and enter it on the employee's behalf.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave. If an employee is not eligible for any applicable medical leave and has exhausted all paid sick leave, the employee will not be paid for time not worked. Employee requests for unpaid medical leave must be approved in advance by the School.

The School may offer to buy back unused paid sick leave days at **\$250** per day, at the School's discretion, by the end of June. Employees must work for the School for at least ninety (90) days of their work year before they may be eligible for the School to buy back their paid sick leave. For employees who do not complete ninety (90) days by June 30 and are therefore ineligible for the buy back, their paid sick leave will roll over up to the maximum cap. The School will not buy back any paid sick leave from new or continuing employees who (1) fail to work for the School for ninety (90) consecutive days of the new work year, or (2) are separated from the School based on misconduct, unprofessionalism, or suspicion of the same. The School does not buy back sick leave from temporary or seasonal employees, such as summer school employees.

Personal Necessity Leave:

A full-time employee may elect to use up to five (5) days of accumulated sick leave each school year for personal necessity including any of the following specific reasons:

- Death or serious illness of a member of his/her immediate family (this is in addition to normal bereavement leave);
- Accident involving his/her person or property or the person or property of a member of his/her immediate family;
- Appearance in court as a litigant, or as a witness under official order;
- Adoption of a child;
- The birth of a child making it necessary for an employee who is the parent of the child to be absent from his/her position during the work hours;
- Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance, unless an emergency situation occurs. Personal necessity leave is not vacation but rather part of the sick leave policy. Personal necessity leave does not carry over from school year to school year.

MERF Offered Benefits Chart

	Full-Time							Part-Time (20-29.99hr/week)	Part-Time (less than 20hr/week)	Temporary/Seasonal		
Status	School Admin Home	Classified				Teacher		Classified		Teacher Classified		
Duration	12-Month	12-Month		11-Month		11-Month		Part-Time		Part-Time	Full-Time	
Salary Type	Salaried	Salaried	Hourly	Salaried	Hourly	Salaried	Hourly	Hourly		Hourly	Salaried	Hourly
Bereavement	40	40	40	40	40	40	40	40	40	40 (Unpaid)	40 (Unpaid)	40 (Unpaid)
Floating Hours	16	16	16	16	16	16	16	NO	NO	NO	NO	NO
Sick Hours	80	80	80	80	80	80	80	48	48	1 hr per 30 hrs worked	1 hr per 30 hrs worked	1 hr per 30 hrs worked
Vacation Hours	160	120	120	NO	NO	NO	NO	NO	NO	NO	NO	NO
Health Benefits	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	☐	☐

Retirement	YES	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO
Tuition Reimbursement	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO
Paid Time	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO

☐ Temporary/seasonal employees may be eligible for health benefits and sick leave depending on the length of the assignment and the hours worked, as specified in the Health Benefits section and Paid Sick Leave section of this Handbook.

INSURANCE BENEFITS

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with applicable law and the School's health insurance plan. The School will cover one-hundred (**100%**) percent of the premium for employees who chose the HMO option and one-hundred (**100%**) percent of the premium to enroll legal dependents in the same program. The employee's portion of monthly premiums will be deducted from the employee's paycheck for employees who select the PPO selection or a greater amount of insurance coverage. The School may provide the employee a stipend payment at the rate of \$150 per month if employee is enrolled in a separate health insurance benefit program and declines all employer-sponsored health insurance benefits (i.e. medical, vision, and dental) in writing by no later than within the month of August of each year. MPS will not provide a stipend to employees who will receive or have employer sponsored health insurance coverage through an actively working partner spouse of MPS.

After the end of the open enrollment or once the employee selects a plan, employee may not cancel or convert from HMO to PPO or vice versa until the next open enrollment unless there is a qualifying event such as birth of a child, loss of coverage, marital status.

Part-time, and temporary/seasonal employees working less than 30 hours per week are not entitled to health benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

Eligibility Coverage Start Date

Subject to health insurance carrier approval, employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. The employee is responsible for logging into MPS's Human Resources Information System and properly enrolling in any selected plans within the first thirty (30) days of their start date.

Disability Insurance

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are out of work related to an injury, subject to SDI eligibility requirements. The employee must contact SDI for specific rules and regulations relating to SDI eligibility, and the **MERF Human Resources** may be available to assist.

Family Leave Insurance

Employees covered by the SDI may also be covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to eight (8) weeks of wage replacement benefits from the State of California when they suffer a wage loss for taking time off to care for a seriously ill or injured qualifying family member or to bond with a new child within one (1) year of birth or placement of the child with the employee. Specific rules and regulations relating to Family Leave Insurance are available from SDI, and the **MERF Human Resources** may be able to assist.

Life Insurance

Employee life insurance is provided by MERF. All full-time employees will be covered upon hire, subject to program eligibility requirements. Employees should contact the Human Resources Department for coverage details.

Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

COBRA Benefits

Continuation of Benefits:

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making the employee ineligible for the plan.

This eighteen (18)-month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18)-month period also may be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's partner and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their partner become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but the employee's partner has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, partners and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

MPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. MPS will then notify the employee or dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if: Premiums for continued coverage are not paid within thirty (30) days of the due date;

- The employee (or their partner or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or their partner or child, as applicable) may have;
- MPS stops providing group health benefits;
- The employee (or their partner or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29)-months due to disability and there has been a final determination that the employee is no longer disabled.

LEAVES OF ABSENCE

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria:

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

Events that may Entitle an Employee to FMLA/CFRA Leave:

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

- To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If **both parents** (or legal guardians) are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
- Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy);
 - A "serious health condition" is an illness, injury (including, but not limited to on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or partner of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
- To care for a **partner, domestic partner**, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

- When an employee is providing care to a partner, child, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
- For any "qualifying exigency" because the employee is the partner, child, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken:

- FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
- In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the partner, child, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
- The "twelve-month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
- If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave:

- An employee on FMLA/CFRA leave because of his/her own serious health condition may use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law
- An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
- If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave. If the employee's leave coincides with a paid holiday, the employee must have returned to work prior to the start of the paid holiday to be eligible for holiday pay.

- The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits:

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

MPS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

- The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if **employee** works less than thirty (30) days after returning from FMLA/CFRA leave; and
- The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

Seniority:

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority they had when the leave commenced. An employee who was absent from work while fulfilling their covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA covered service.

Medical Certifications:

- An employee requesting FMLA/CFRA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
- The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the

certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

- If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave:

- An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal (or MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
- Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

- Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

- When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.
- If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave:

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria:

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave:

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave:

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four

months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay During Pregnancy Disability Leave:

- An employee on pregnancy disability leave may use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
- The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
- Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits:

MPS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. MPS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

- The employee fails to return from leave after the designated leave period expires.
- The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

Seniority:

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications:

- An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
- Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave:

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal (and MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

- Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

- When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above)
- In accordance with MPS policy, before an employee will be permitted to return from a pregnancy disability leave of **five (5) days or more**, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave:

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Unpaid Leave of Absence

MPS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Funeral/Bereavement Leave

All MPS employees excluding temporary/seasonal employees will be allowed up to **five (5)** paid working days off within the same school year to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a parent, spouse, children, sibling, parents-in-law, grandparents, grandchild, sister/brother-in-law, son/daughter-in-law, or domestic partner. All other employees who have worked for at least thirty (30) days, such as seasonal and temporary employees, are entitled to up to five (5) days of unpaid bereavement leave for the death of an immediate family member. Employees should contact the Principal or the Human Resources department to request bereavement leave. All bereavement requests should be in writing to the Principal and Human Resources department.

If any employee requires more than **five (5)** days off for bereavement leave, the employee may request to use accrued sick days, request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted at the discretion of the School. Bereavement pay will not be used in computing overtime pay.

Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

Military and Military Spousal Leave of Absence

MPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and ReEmployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, MPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

MPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military **partner** leave within two (2) business days of receiving official notice that the employee's military **partner** will be on leave from deployment, and (2) documentation certifying that the employee's military **partner** will be on leave from deployment during the time that the employee requests leave.

Advance notice of leave is required. Please inform **the Principal (or MERF Human Resources for MERF employees)** of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at the employees request and health plan coverage continuance can be arranged for up to twenty-four (24) months during military leave if required premium payments are made by the employee. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Drug and Alcohol Rehabilitation Leave

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

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

Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs. The School may also arrange for a literacy education provider to visit the School.

An employee who wishes to reveal a problem of illiteracy and request School assistance should contact **MERF Human Resources**. The School will take all reasonable steps to safeguard the

employee's privacy. Nonexempt employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

School Appearance and Activities Leave

As required by law, MPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of MPS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Employees must notify **the Principal (or MERF Human Resources for MERF employees)** of their commitment to act as an election official as far in advance as possible.

Time Off for Jury and Witness Duty

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. The employee must notify **the Principal (or MERF Human Resources for MERF employees)** of their commitment to serve on a jury or as a witness as far in advance as possible.

Victims of Abuse Leave

MPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief

necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide MPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide MERF Human Resources one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, MPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request accommodation under this policy, an employee should contact **MERF Human Resources**.

Time Off for Volunteer Firefighters

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given reasonable time off from work in accordance with the law. Employees are requested to alert **the Principal (or MERF Human Resources for MERF employees)** of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify **the Principal (or MERF Human Resources for MERF employees)** before leaving the School's premises.

Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. Please contact **the Principal (or MERF Human Resources for MERF employees)** to request and schedule time off to vote.

Industrial Injury Leave (Workers' Compensation)

MPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure the employee receives any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Principal;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. MPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, they will go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at his/her own expense, but they are still required to go to the School's approved medical center for evaluation. All job related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.

- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that they are a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give **the Principal (or MERF Human Resources for MERF employees)** thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should consult **MERF Human Resources**.

RETIREMENT

Certificated Staff Members

All certificated staff members who are eligible, including, but not limited to, administrators, counselors, school psychologists, special education program administrators, and teaching employees will participate in the State Teachers' Retirement System (STRS).

Classified Staff Members

All full-time non-certificated staff members, including, but not limited to, office staff and instructional aides, are eligible to participate in the Public Employees' Retirement System (PERS).

All part-time non-certificated employees hired to work six months or more become eligible to participate in PERS on the date of hire. For part-time employees, they become PERS members the first day of the next pay period after completion of 1,000 hours or 125 days in a fiscal year.

All non-credentialed employees also contribute to Social Security.

MPS Home Office Staff Members

Full-time Home Office staff members may be eligible to participate in the Public Employees' Retirement System (PERS), the State Teachers' Retirement System (STRS) or 401(K) Retirement Plan.

Oversight of Benefits

The HR Department and the Finance Department at the MPS Home Office are responsible for monitoring the appropriate administration of benefits and ensuring appropriate arrangements for retirement coverage are made for all employees. MERF will make any contribution that is legally required of the employer, including STRS, PERS, Social Security, workers' compensation, and other payroll obligations.

All withholdings from employees and the MERF will be forwarded to the STRS and PERS funds as required. Employees will accumulate service credit years in the same manner as all other members of STRS and PERS. MERF will submit all retirement data and will comply with all policies and procedures for payroll reporting. MERF assures that it will provide retirement information in a format required by the Counties.

EMPLOYMENT EVALUATION AND SEPARATION

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their **direct supervisor**. MERF may utilize secure online staff evaluation platform to evaluate staff performances. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or job retention. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, employees will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that the employee discussed it with their **direct supervisor**, and that they are aware of its contents. Employees may also acknowledge receipt of performance evaluations through the online platform provided by MERF. The evaluation system or any failure to evaluate an employee in no way alters the at-will employment relationship.

Newly hired employees may have their performance goals reviewed by **your direct supervisor** within the first **ninety (90)** days of employment.

Discipline and Involuntary Termination

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions and/or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

The disciplinary process will be determined by the School in light of the facts and circumstances of each case. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents involving the employee. These policies apply to all employees of the School and apply to all job-related activities of such employees.

Violations of the Employee Handbook, employment agreement, MPS charter, or applicable law are all independently and collectively considered misconduct and will result in disciplinary action up to and including release from at-will employment.

Voluntary Termination

Except if stated expressly otherwise by employment contract, either the employee or the School may terminate the at-will employment relationship at any time, with or without notice and with or without cause. While it is not required, the School requests that at-will employees electing to resign give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.

An exit interview may be scheduled by **your direct supervisor or the HR Department**. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any School property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment.

Pay at Time of Separation

Employees separated from employment will be paid for time worked according to applicable laws. For full-time employees who are employed for less than a full pay period in their last month, salary payments are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40) hours Monday through Friday unless otherwise specified.

The School will buy back all unused sick leave days from employees at the rate of \$ **250** per day. The School will not buy back any paid sick leave from new or continuing employees who fail to work for the School for ninety (90) days of the new work year. Additionally, employees who are terminated based on misconduct or unprofessionalism, or who resign under suspicion of misconduct or unprofessionalism, are not eligible to have paid sick leave paid to them upon their separation from employment. The School does not buy back sick leave from temporary or seasonal employees, such as summer school employees.

Pay for earned but unused vacation time will be provided to full-time employees at time of separation at the employee's current rate of pay.

Final pay, including pay for any earned but unused sick leave days and vacation time, and if applicable, pay for summer holdback for full-time teaching staff, will be provided in accordance with applicable law. Only employees who are not terminated for misconduct or other related conduct are eligible to be paid for sick leave under the policy.

Employment References/Verifications

All requests for references and employment verifications must be promptly directed to the employee's **direct supervisor and/or the HR Department**. When contacted for an employment verification, the School will only provide information concerning dates of employment, the title of

the last position held and length of service. The School may be required to disclose when an employee has been reported to the CTC for allegations of misconduct. Other employees may not provide any employment verifications or provide a professional reference on behalf of the School for another employee. MPS strongly advises supervisors not to provide letters of recommendation on MPS letterhead.

INTERNAL COMPLAINT REVIEW & OPEN DOOR

Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes employee questions, suggestions or complaints relating to work, conditions of employment, the School or the treatment of employees. Other than in situations involving harassment (as outlined and described above), the employee must contact **the Principal (or MERF Human Resources for MERF employees)** with questions or concerns. If the situation is not satisfactorily resolved, the employee should contact **MERF Human Resources**, preferably in writing, who may further review the issue.

Internal Complaint Review

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to **the CEO** or **Board of Directors** to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints:

(Complaints by Employees against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the employee's **direct supervisor**. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by **the Principal (or the Chief People Officer (or designee) for MERF employees)**:

- The complainant will bring the matter to the attention of **the Principal (or the Chief People Officer (or designee) for Home Office employees)** as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- The complainant will reduce their complaint to writing, indicating all known and relevant facts. **The Principal (or the Chief People Officer for Home Office employees) (or designee)** will carefully consider the facts and circumstances and may investigate the facts and provide a solution or explanation;

- If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the **Chief People Officer (or designee.)** The **Chief People Officer (or designee)** will carefully consider the facts and circumstances and may investigate the facts and provide a solution or explanation;
 If the complaint is about the Chief People Officer, the complainant may file his or her complaint in a signed writing to **the CEO**, who will then conduct a fact-finding or authorize a designee or third-party investigator on behalf of the CEO. **The CEO, designee, or investigator** will carefully consider the facts and circumstances and may investigate the facts and provide a solution or explanation
- If the complaint is about the CEO, the complainant may file his or her complaint in a signed writing to **the** Chief People Officer and **President of the School's Board of Directors**, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. **The Board President or investigator** will report their findings to the Board for review and action, if necessary.

Policy for Complaints Against Employees:
(Complaints by Third Parties against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of **the Principal or the Chief People Officer** (if the complaint concerns the Principal and/or Home Office employees) or **the Board President** (if the complaint concerns the CEO) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, **the Principal (or the Chief People Officer (or the Board President) (or designee)** shall abide by the following process:

- The Principal (or the **Chief People Officer**) (or designee) shall use **their** best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
- In the event that the Principal (or the **Chief People Officer**) (or designee) finds that a complaint against an employee is valid, the Principal (or the **Chief People Officer**) (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or the **Chief People Officer**) (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- The Principal's (or the **Chief People Officer's**) (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements:

- Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

- Resolution: The Board (if a complaint is about the CEO) or the Chief People Officer (if a complaint is about the Principal or MERF employees) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

MPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer. Any modification replaces any pre-existing policies and Handbooks to the extent they are in conflict.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

<p><i>It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.</i></p>
<p><i>If you are an employee of the School, you may file this form with the Chief People Officer, Principal, MERF Human Resources, or Board President.</i></p>
<p><i>Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.</i></p>
<p><i>MPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.</i></p>
<p><i>In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.</i></p>
<p><i>Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.</i></p>

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

Appendix C

ARBITRATION AGREEMENT

This ARBITRATION AGREEMENT ("Agreement") is made by and between Magnolia Public Schools ("MPS") and _____ ("Employee"). The purpose of this Agreement is to establish final and binding arbitration for all disputes arising out of Employee's relationship with MPS from the inception of the employment relationship, including, but not limited to, Employee's employment or the termination of Employee's employment, to the fullest extent permitted by applicable law. Employee and MPS desire to arbitrate their disputes on the terms and conditions set forth below to gain the benefits of a speedy, impartial dispute-resolution procedure, and pursuant to the Federal Arbitration Act ("FAA"). Employee and MPS agree to the following:

1. Claims Covered by the Agreement.

- 1.1 Employee and MPS both agree to exclusively and finally resolve by binding arbitration **any and all claims or controversies** ("claims") that MPS may have against Employee or that Employee may have against MPS or against its past, present, or future predecessors, successors, assigns, affiliates, parent and subsidiary companies, joint ventures, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, guests, parents, students, clients, suppliers, vendors, educational advisors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (collectively, "MPS"), relating to, resulting from, or in any way arising out of this Agreement or the enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this Agreement, any aspect of Employee's relationship with MPS, any aspect of Employee's employment relationship with MPS (pre-hire through post-termination), and/or the termination of Employee's employment relationship with MPS, and/or any act or omission between Employee and MPS to the extent permitted by law. **This**

Agreement does not cover any claim, cause of action, or actions pursuant to workers' compensation laws, unemployment insurance benefits with the Employment Development Department, or any other dispute if an agreement to arbitrate such a dispute is prohibited by law.

Further, nothing in this Agreement precludes Employee from pursuing any administrative agency claims, including, but not limited to, claims with the Civil Rights Division, the Equal Employment Opportunity Commission, the Division of Labor Standards Enforcement, the Department of Labor, and/or the California Public Employment Relations Board.

- 2.1 The scope of this Agreement is intended to be broad and comprehensive and includes, without limitation, claims for wages or other compensation, including reimbursements, due; claims for penalties or premiums; claims for violations of the California Labor Code; claims for breach of any contract or covenant (express or implied); tort claims (including, but not limited to, those relating to performance or reputation); claims for discrimination, harassment, and/or retaliation (including, but not limited to, race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations); claims for violation of any leaves of absence or accommodations laws; claims for wrongful termination or whistleblowing; claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violation of trade secret, proprietary, or confidential information laws; claims for unfair business practices; claims for invasion of privacy; and claims for violation of any public policy, federal, state, or other governmental law, statute, regulation, or ordinance.
- 3.1 To the fullest extent permitted by law, MPS and Employee agree that for any claim brought on an individual basis, including under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), any such dispute shall be resolved in arbitration on an individual basis (*i.e.*, to resolve whether Employee has personally been aggrieved or subject to any violations of law). To the extent there are any PAGA claims to be litigated in a court of competent jurisdiction, including any representative claims, the MPS and Employee agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration, regardless of which claims or

actions were filed first. If any provision of this section is found to be unenforceable or unlawful for any reason, the unenforceable provision shall be severed from this arbitration provision and severance of the unenforceable provision shall have no impact whatsoever on the Agreement as a whole, which shall remain enforceable as to all other terms.

2. Arbitration Procedures.

- 1.1 Required Notice of Claims and Statute of Limitations. Employee may initiate arbitration by serving or mailing a written notice to the Chief Executive Officer of MPS at MPS's principal place of business. MPS may initiate arbitration by serving or mailing a written notice to Employee at the last address recorded in Employee's personnel file. The written notice must specify with reasonable particularity the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law. After demand for arbitration has been made by serving written notice, the party demanding arbitration shall file a demand for arbitration with the Office of JAMS located within 50 miles of (i) the last address recorded in Employee's personnel file or (ii) the JAMS closest to the last MPS worksite with which Employee most regularly communicated, whichever is closer. The location of the arbitration is determined in accordance with Section 2.8. Applicable law is determined in accordance with Section 2.6.
- 2.1 Selection of Arbitration and Applicable Rules. The arbitrator shall be selected within sixty (60) days of the party initiating arbitration under Section 2.1 from the panel of JAMS and the arbitration shall be conducted pursuant to JAMS policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then-applicable rules set forth by JAMS. If the dispute is employment-related, the dispute shall be governed by JAMS's then-current version of the national rules for the resolution of employment disputes, with the exception that discovery and motions for summary judgment will be governed by Sections 2.3 and 2.4 of this Agreement. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com.
- 3.1 Discovery and Motions. The parties shall be entitled to engage in all types of discovery (e.g., depositions, interrogatories, request for production of documents, etc.) regarding and relevant to the subject matter of the dispute submitted to arbitration pursuant to the Federal Rules of Civil Procedure ("FRCP"), including but not limited to, FRCP 26. A copy of the FRCP may be obtained from the website of the United States Courts, which is currently

<http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>.

The arbitrator is authorized to rule on discovery motions brought under the FRCP. All discovery must be completed no later than twenty (20) days prior to the date set for the arbitration hearing; provided, however, that no discovery may be initiated until after the dispute has been formally submitted to arbitration and an arbitrator has been mutually agreed-upon.

- 4.1 Dispositive Motions. Either party may file a motion for summary judgment with the arbitrator in accordance with Rule 56 of the FRCP.
- 5.1 Offers Of Judgment. Either party may serve an offer of judgment consistent with the FRCP.
- 6.1 Applicable Law and Arbitrator Authority. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. **The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.**

----- **(Employee's Initials Acknowledging Arbitrator's Exclusive Authority)**

- 7.1 Arbitration Decision. The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within thirty (30) calendar days after the hearing's completion. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law.
- 8.1 Place of Arbitration. The arbitration shall take place at a mutually convenient location (preference shall be provided to a JAMS office) that must be within fifty (50) miles of Employee's last known address with MPS. If the parties cannot agree upon a location, or if a JAMS office is not within fifty (50) miles of Employee's last known address with MPS, then the arbitration shall be held at the JAMS office closest to the last MPS worksite with which Employee most regularly communicated. If Employee worked remotely, then the arbitration shall be held at the JAMS office closest to MPS's worksite where Employee was "assigned," even though Employee did not physically work at the worksite.

3. Application for Emergency Injunctive and/or Other Equitable Relief. Claims by MPS or Employee for emergency injunctive and/or other equitable relief relating to unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information shall be submitted to JAMS for emergency treatment. The parties agree that the JAMS administrator may select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform his/her consideration and ruling with the applicable legal standards as if this matter were heard in a court of law in the applicable jurisdiction for such a dispute.
4. Severability. Should any portion of this Agreement be found unenforceable, such portion will be severed from this Agreement, and the remaining portions shall continue to be enforceable.
5. Effective Date. This Agreement is retroactively effective to the date that Employee's employment with MPS initially began. This Agreement to arbitrate shall survive the termination of Employee's employment.
6. Construction. This Agreement shall be construed and enforced pursuant to the FAA. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Any disputes regarding the enforceability or validity of this Agreement or any of its provisions shall be resolved as if the arbitrator or other decision-maker, if any, is acting as a federal district court judge applying the FAA and its precedent.

----- **(Employee's Initials Acknowledging the FAA)**

7. Consideration. For employees who are currently employed, MPS's offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the promises by MPS and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, MPS and Employee agree that in addition to the above consideration, MPS's offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.
8. Signatures. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.
9. Representation, Fees, and Costs. Each party may be represented by an attorney or other representative selected by the party. Each party shall be responsible for its own attorneys' or representatives' fees. However, if

any party prevails on a statutory claim that affords the prevailing party's attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party subject to written evidence of such fees and applicable law. MPS shall be responsible for the arbitrator's fees and costs to the extent they exceed any fee or cost that Employee would be required to bear if the action were brought in court.

10. **Waiver of Jury Trial/Exclusive Remedy. EMPLOYEE AND EMPLOYER KNOWINGLY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.**

----- (Employee's Initials Acknowledging Waiver of Jury Trial)

11. **Waiver of Representative/Class Action Proceedings. TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE AND EMPLOYER KNOWINGLY AGREE TO BRING ANY CLAIMS GOVERNED BY THIS AGREEMENT IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. THEY FURTHER AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY REPRESENTATIVE OR CLASS ACTION PROCEEDING RELATED TO ANY CLAIMS GOVERNED BY THIS AGREEMENT. EMPLOYER AND EMPLOYEE ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS ACTION PROCEEDING, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIVE ACTION UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 17200 *ET SEQ.* THIS SECTION DOES NOT APPLY TO ANY REPRESENTATIVE ACTIONS BROUGHT UNDER PAGA, AS ADDRESSED IN SECTION 1.3 ABOVE.**

----- (Employee's Initials Acknowledging Waiver of Representative/Class Action)

12. Sole and Entire Agreement. This Agreement expresses the entire Agreement of the parties and shall supersede any and all other agreements, oral or written, concerning arbitration. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied.
13. Acknowledgment. Employee acknowledges that Employee has carefully read this Agreement, understands its terms, and agrees that all understandings and agreements between MPS and Employee relating to the subjects covered in the Agreement are contained in it. Employee has knowingly entered into the Agreement without reliance on any provisions or representations by MPS, other than those contained in this Agreement. Employee further acknowledges that Employee has been

given the opportunity to discuss this Agreement with Employee's private legal counsel and Employee has utilized that opportunity to the extent desired.

Date: _____

Employee's Signature

Employee's Printed Name

On behalf of Magnolia Public Schools

Date: _____

MPS's Signature

MPS Representative's Printed Name & Title

Random Public Drawing (Lottery) Application 2025-2026

DEAR PARENT AND STUDENT:

Thank you for your interest in MAGNOLIA PUBLIC SCHOOLS (MPS).

Please fill out this Random Public Drawing (Lottery) Application form using black or blue ink.

LOTTERY APPLICATION MUST BE RECEIVED BY NOVEMBER 22, 2024 by 4:00 PM.

Announcements from the random public drawing held at 4 pm on December 4th, 2024 will be made public after the event.

Student's Legal Name: _____
(As it appears on the birth certificate) (Last) (First) (Middle)

Student's Date of Birth: _____ / _____ / _____
(Month) (Day) (Year)

Entering Grade Level: 6 7 8 9 10 11 12

Student's Address: _____
(Street Address) (Apartment #) (City) (State) (Zip Code)

Email address _____ (.com, .net, .org, .edu)

Home Phone No.: (_____) _____ - _____

Parent/Custodial Parent/Guardian:

Full Name: _____
(First & Last Name)

Cell No.: _____

Parent/Custodial Parent/Guardian:

Full Name: _____
(First & Last Name)

Cell No.: _____

Has the student matriculated from another Magnolia Public School? YES NO

Please indicate the last school the student has attended: _____

Is one of the parents/guardians an MPS staff or board member? YES NO

Does the student have a sibling currently enrolled at MSA-3? YES NO

If yes, please name sibling enrolled _____

How did you learn about MPS?

Brochure, flyer, handout

Internet: _____

Other (please specify): _____

Advertisement (please specify): _____

Journal or Newspaper (please specify): _____

Relative or Friend (please name): _____

Walk-in

The students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

Aplicación de sorteo público (lotería) 2025-2026

ESTIMADOS PADRES Y ESTUDIANTES:

Gracias por su interés en las Escuelas Públicas de Magnolia (MPS).

Por favor llene este formulario de solicitud de sorteo público al azar (lotería) utilizando tinta negra o azul.

APLICACION DE SORTEO PÚBLICO DEBE SER RECIBIDA NO MAS TARDE DEL 22 DE NOVIEMBRE 2024 4 PM.

Anuncios del sorteo al azar el 4 de diciembre de 2024, a las 4 pm se harán públicos después del evento.

Nombre del estudiante: _____
(Nombre legal y como aparece en el acta de nacimiento) (Apellido) (Primer Nombre) (Segundo Nombre)

Fecha del estudiante de nacimiento: ____/____/____
(Mes) (Día) (Año)

Ingresa al nivel de grado: 6 7 8 9 10 11 12

Dirección del estudiante: _____
(Calle) (Apartamento #) (Ciudad) (Estado) (Código postal)

Correo electrónico: _____ (.com, .net, .org, .edu)

Número de Teléfono: (____) _____ - _____

Padres/custodia padres:

Nombre Completo: _____
(Primer Nombre y apellido)

Numero de Celular: _____

Padres padres/custodia:

Nombre Completo: _____
(Primer Nombre y apellido)

Numero de Celular: _____

¿El estudiante a matriculado de otra escuela de pública de MPS? SI NO

Por favor indique la última escuela que asistió su estudiante: _____

¿Uno de los padres / tutores es miembro del personal o mesa directive de MPS? SI NO

¿Tiene el estudiante un hermano(a) matriculado en MSA-3? SI NO

En caso afirmativo, por favor nombre hermanos matriculados en MSA-3: _____

¿Cómo supo acerca de MPS?

Anuncio: _____

Periódico o Diario (nombre): _____

Pariente o Amigo(nombre): _____

Visita

Folleto, volante

Internet: _____

Otros (especificar): _____

Los estudiantes no tienen ningún derecho de admisión en una escuela particular de cualquier agencia de educación local como consecuencia de la inscripción en la escuela Charter, excepto en la medida en que tal derecho se extiende por la agencia de educación local.

For school purposes only: Lottery number: _____ Waiting list: _____



Dear Parents/Guardians and Students,

Thank you for your interest in Magnolia Public Schools. In order to complete enrollment in our school, we have included in this packet all required documents, including health forms and a checklist. Completing this packet, as well as submitting proof of residency and other required documents, is critical to the enrollment of your child. If you have more than one child enrolling, a separate packet must be completed for each child.

The enrollment packet is due within 10 business days of its mailing date. Students will be enrolled when the completed registration packet is received. Failure to return a complete enrollment packet by the deadline will result in rescission of admission and placement at the end of the waiting list. As any space is released due to non-response or incomplete enrollment, it will be offered to the next applicant on the waiting list.

Please only drop off or mail your completed enrollment packet and documents to the school of your original application submission.

MPS	ADDRESS	PHONE NUMBER
MSA 1	18238 Sherman Way, Reseda, CA 91335	(818) 609-0507
MSA 2	17125 Victory Boulevard, Van Nuys, CA 91406	(818) 758-0300
MSA 3	1254 E. Helmick Street, Carson, CA 90746	(310) 637-3806
MSA 4	11330 W. Graham Place, Los Angeles, CA 90064	(310) 473-2464
MSA 5	18238 Sherman Way, Reseda, CA 91335	(818) 705-5676
MSA 6	745 S Wilton Pl, Los Angeles, CA 90005	(310) 842-8555
MSA 7	18355 Roscoe Boulevard, Northridge, CA 91325	(818) 886-0585
MSA 8	6411 Orchard Avenue, Bell, CA 90201	(323) 826-3925

Thank you,
Magnolia Public Schools

The students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.



REGISTRATION CHECKLIST

REGISTRATION FORMS (INCLUDED IN THIS PACKET):

- | | |
|---|--|
| <input type="checkbox"/> Lottery Application Form (2024-2025) | <input type="checkbox"/> Permission to Release School Records |
| <input type="checkbox"/> Student Record History Form | <input type="checkbox"/> Consent & Release Form/Media Permission |
| <input type="checkbox"/> Health History Card (White Card)
<small>Only required if new to public school</small> | <input type="checkbox"/> Migrant Questionnaire |
| <input type="checkbox"/> Magnolia Science Academy Student Registration | <input type="checkbox"/> Alternative Household Income form |
| <input type="checkbox"/> Emergency Card | <input type="checkbox"/> New Student Home Language Survey |
| | <input type="checkbox"/> Housing Questionnaire |

REQUIRED PAPERWORK

- Verification of legal name and date of birth:
 - Student's Birth Certificate, Baptism certificate, or Passport.
- Copy of Current Immunization Record
 - (For 7th-12th graders, proof of TDAP vaccine received after 7th birthday is required)
- Proof of Residence including any of the following:
 - Utility service bills (gas, water, electric), property Taxes, rental or lease agreement or official government mail (CalWorks).
- Parent/Guardian DMV Driver's License/I.D., Passport, or Birth Certificate

ADDITIONAL DOCUMENTS (If applicable)

- Official Transcript and Last Report Card Received
- Copy of current Individualized Education Plan (IEP) or 504 plan *(if applicable)*
- Copy of students testing scores (CAASPP and ELPAC) *(if applicable)*
- Transfer and copy of ID51 or PAR *(if available from LAUSD schools)*



PERMISSION TO RELEASE SCHOOL RECORDS

To assist Magnolia Science Academy in complying with the Family Educational Rights and Privacy Act – FERPA, the parent(s)/guardian(s) must consent to releasing student records. In order for the former school to release student record(s) the parent/guardian signature must appear below.

By my/our signature below, I/we, as parent(s) or legal guardian of _____
(Student's Full Name)

whose date of birth is _____ give permission to the principal of
(month, day, year)
_____ to release the following school records to
(current school)

Magnolia Public Schools (place a check before the records authorized to be released):

- Grades and academic records
- Psychological assessments and records
- Disciplinary records
- Attendance records and medical/immunization reports
- Testing results and/or evaluations

I authorize the release of the above information to the institution named. I understand that I have a right to review all records being forwarded prior to their release. I have also been informed that I have a right to a hearing to contest any information contained in these records prior to their release.

Parent/Legal Guardian Name

Signature

Date



MIGRANT EDUCATION PROGRAM FAMILY QUESTIONNAIRE

Have you or anyone in your family/household worked or traveled to look for work in any of the following jobs in the last 3 years? If so, did your children move as well?

Please check all the agricultural and fishing jobs, temporary and seasonal which apply.

<input type="checkbox"/> Field Work/Agriculture	<input type="checkbox"/> Orchard <u>Examples:</u> (pick, prune, sort fruit, nut trees, vines, etc.)	<input type="checkbox"/> Nursery <u>Examples:</u> (plant, cultivate, harvest flowers, plants, trees, bushes, herbs, sod, etc.)	<input type="checkbox"/> Fishing <u>Examples:</u> (catch, sort, pack, process, transport fish or shellfish, etc.)
<input type="checkbox"/> Dairy/Farm Ranch/ Livestock	<input type="checkbox"/> Packing <u>Examples:</u> (process, store, freeze, can, pack fruits, vegetables, meats, etc.)	<input type="checkbox"/> Food Processing <u>Examples:</u> (prepare, process foods like tomato sauce, fruit jellies, chili sauce; processing of wheat or flour for tortilla items, pack cut or pack an assortment of meats.)	<input type="checkbox"/> Forestry/ Lumber

None of the above apply.



CONSENT AND RELEASE FORM - MEDIA PERMISSION

Dear Parent/Guardian:

Magnolia Public Schools requests your permission to reproduce through audio, electronic, printed, or visual means activities in which your student has participated in their education program. Your authorization will enable us to use specially prepared materials to increase public awareness and promote the continuation and improvement of education programs through the use of mass media, displays, brochures, websites, etc.

Name of Student: _____

Student DOB: _____

YES - I give my permission to have my student’s image, name, or work published in internal and external communication, including but not limited to:

- A. I fully authorize and grant Magnolia Public Schools, its authorized representatives, and any other external media organization the right to print, photograph, record, and edit, as desired, the biographical information, name, image, likeness, and/or voice of the above-named student on audio, video, film, slide, or any other electronic and printed formats, currently developed for the purposes states or related to the above.
- B. I fully authorize and grant Magnolia Public Schools, its authorized representatives, and any other external media organization the right to photograph and/or video recorded by news media, sponsors, and/or affiliated organizations.
- C. I understand and agree that use of such Recordings will be without any compensation to the student or the student’s parent or guardian.
- D. I hereby release and hold harmless Magnolia Public Schools, its authorized representatives, and/or any other external authorized media from any and all actions, claims, damages, costs, or expenses, including attorney’s fees, brought by the student and/or parent or guardian which relate to or arise out of any use of these Recordings as specified above.

NO - I do not agree to releasing or using my student’s name, photo, or video published in internal and external communication attempts.

Parent/Legal Guardian Name

Signature

Date



NEW STUDENT HOME LANGUAGE SURVEY

Dear Parents,

On behalf of the staff at Magnolia Public Schools, we are happy to welcome you to the 2024-2025 school year! We are looking forward to a productive partnership with you to ensure our children can achieve their highest potential. We recognize that in order to be successful in school, our children need support from both the home and school. We know a strong partnership with you will make a great difference in your child’s education. As partners, we share the responsibility for our children’s success and want you to know that we will do our very best to carry out our responsibilities.

Please take a moment to complete the information below and return it with your enrollment packet.

<u>Student Full Name:</u>	<u>Student Grade:</u>
HOME LANGUAGE SURVEY: Indicate only one language (most frequently used) per line This survey is used to obtain accurate information and is used solely to offer appropriate educational services to our students, not for determining legal status or for immigration purposes.	
Which language did your child learn when he/she first began to speak?	_____
Which language does your child most frequently speak at home?	_____
Which language do you (the parent/guardian) most frequently speak with your child?	_____
Which language is most often spoken by adults in the home? (parents, guardians, grandparents, or any other adults)	_____
<i>Please note: if you indicated a language other than English in the section above, we are required by law to assess your child for English proficiency. This year, the test that will be administered to all initial students is the English Language Proficiency Assessment for California (ELPAC). This test will measure your child’s fluency in English, and will also help us determine if any English Language Development services and instruction are needed. You will be notified of the assessment results and the available services when the assessment is completed.</i>	
Preferred Language for Communication	
In which language do you wish to receive written communications from school? <input type="checkbox"/> English <input type="checkbox"/> Spanish	
Other: _____	
<p style="text-align: center;">CHILD’S</p> <p style="text-align: center;">First US School Enrollment Date</p> <p><i>Used to determine whether a student needs to be tested with Smarter Balanced assessments.</i></p>	<p>Month / Year _____</p> <p><i>(Not including Preschool or Transitional Kindergarten)</i></p>



Estimados Padres / Guardianes y Estudiantes,

Gracias por su interés en las Escuelas Públicas de Magnolia. Para completar la inscripción en nuestra escuela, hemos incluido en este paquete todos los documentos requeridos, incluyendo formularios de salud y una lista de verificación. Completar este paquete, además de presentar prueba de residencia y otros documentos requeridos, es fundamental para la inscripción de su hijo. Si tiene más de un hijo inscribiéndose, debe completar un paquete por cada niño.

El paquete de inscripción se debe entregar dentro de los 10 días hábiles de su fecha de envío. Los estudiantes serán inscritos cuando se reciba el paquete de inscripción completado. Si no devuelve un paquete completo de inscripción antes de la fecha límite, se cancelará la admisión y la colocación al final de la lista de espera. Como cualquier espacio se libera debido a la falta de respuesta o inscripción incompleta, se ofrecerá al siguiente solicitante en la lista de espera.

Por favor, sólo deje o envíe por correo su paquete de inscripción completado y documentos a la escuela de su solicitud original de presentación.

MPS	DIRECCIÓN	NÚMERO DE TELÉFONO
MSA 1	18238 Sherman Way, Reseda, CA 91335	818-609-0507
MSA 2	17125 Victory Blvd, Van Nuys, CA 91406	818-758-0300
MSA 3	1254 E. Helmick St., Carson, CA 90746	310-637-3806
MSA 4	11330 W. Graham Place, Los Angeles, CA 90064	(310) 473-2464
MSA 5	18238 Sherman Way, Reseda, CA 91335	818-705-5676
MSA 6	745 S Wilton Pl, Los Angeles, CA 90005	310-842-8555
MSA 7	18355 Roscoe Blvd., Northridge, CA 91325	818-886-0585
MSA 8	6411 Orchard Ave., Bell, CA 90201	323-826-3925

Gracias,

Magnolia Public Schools

Los estudiantes no tienen ningún derecho de admisión en una escuela particular de cualquier agencia de educación local como consecuencia de la inscripción en la escuela Charter, excepto en la medida en que tal derecho se extiende por la Agencia de educación local.



MAGNOLIA
PUBLIC SCHOOLS
LISTA DE REGISTRO

FORMAS DE REGISTRO INCLUIDAS EN ESTE PAQUETE

- | | |
|--|---|
| <input type="checkbox"/> Aplicación de sorteo público (lotería) 2024-2025 | <input type="checkbox"/> Permiso para dar los archivos escolares |
| <input type="checkbox"/> Tarjeta de Historia de Salud (tarjeta blanca) <small>Solo se requiere si el estudiante es nuevo en la escuela pública</small> | <input type="checkbox"/> Cuestionario de migrantes |
| <input type="checkbox"/> Tarjeta historial de registros del estudiante | <input type="checkbox"/> Forma de consentimiento y de salida/
Papel de permiso de los medios de comunicación |
| <input type="checkbox"/> Registro de Magnolia Science Academy | <input type="checkbox"/> Encuesta alternativa de ingresos familiares |
| <input type="checkbox"/> Tarjeta de emergencia | <input type="checkbox"/> Encuesta de idioma del hogar |
| | <input type="checkbox"/> Cuestionario de vivienda estudiantil |

DOCUMENTOS REQUERIDOS

- Copia del certificado de nacimiento
 - Certificado de nacimiento del estudiante, Certificado de bautismo, Pasaporte, declaración jurada del padre, legal guardián, o custodio del menor.
 - La declaración jurada debe certificar la fecha de nacimiento y también debe indicar que no se puede obtener un certificado de nacimiento.
- Copia del reporte de inmunización actual
 - (Prueba de vacuna TDAP para estudiantes grados 7 al 12 recibido después de los 7 años)
- Prueba de domicilio (i.e. copia de la factura del gas o de electricidad)
 - Facturas de servicios públicos (gas, agua, electricidad), impuestos a la propiedad, contrato de alquiler o alquiler o correo oficial del gobierno (CalWorks).
 - En ausencia de documentación específica, un posible padre puede presentar una declaración jurada por escrito que verifique su residencia.
 - Declaración jurada sin hogar o declaración jurada de residencia temporal.
 - Formulario 1399 de DCSF "Notificación al estado de colocación de la escuela de menores"
- Pasaporte, licencia o certificado de nacimiento del padre/tutor

COPIAS ADICIONALES

- Copia oficial de calificaciones de la escuela actual (Official Transcript) y último reporte de Calificaciones Recibidas (obtenido de la escuela actual)
- Copia del actual Plan Individualizado de Educación (IEP) o plan de 504 *(si aplica)*
- Copia de puntuaciones del ELPAC and CAASPP de la escuela actual *(si aplica)*
- Reporte de informe del estudiante ID51 o PAR *(si es disponible, obtenido de la escuela actual en LAUSD)*



PERMISO PARA DIFUNDIR LOS ARCHIVOS ESCOLARES

Para ayudar a Magnolia Science Academy a cumplir con la Ley de Privacidad y Derechos Educativos de la Familia - FERPA, los padres / tutores deben dar su consentimiento para divulgar los registros que incluyen: Para que la escuela anterior divulgue los registros de los estudiantes, el padre / tutor debe autorizar a continuación.

Por medio de mi/nuestra firma, yo/nosotros, como padres o guardianes legales de

_____ de quien la fecha de nacimiento es _____
(Primer nombre y apellido del estudiante) (mes, día, año)

doy permiso al director de la escuela _____ de que
(escuela actual)

entregue copias de los siguientes archivos a Magnolia Public Schools (marque los con una ✓ los archivos autorizados para entregar):

- Grades and academic records/Grados y archivo academico
- Psychological assessments and records/Exámenes y archivos psicologicos
- Disciplinary records/Archivos disciplinarios
- Attendance records and medical/immunization reports/Archivos de asistencia y reportes médicos / de inmunizacion
- Testing results and/or evaluations/resultados de exámenes y/o evaluaciones

Autorizo la divulgación de la información anterior a la institución nombrada. Entiendo que tengo derecho a revisar todos los registros que se envían antes de su publicación. También me han informado que tengo derecho a una audiencia para impugnar cualquier información contenida en estos registros antes de su publicación.

Nombre del padre/guardian legal

Firma

Fecha



PROGRAMA DE EDUCACIÓN MIGRANTE CUESTIONARIO FAMILIAR

¿Usted o alguien de su familia / hogar ha trabajado o viajado para buscar trabajo en alguno de los siguientes trabajos en los últimos 3 años? Si es así, ¿se movieron sus hijos también?

Por favor, marque 4 en todos los trabajos agrícolas y pesqueros, temporales y de temporada que se aplican.

<input type="checkbox"/> Trabajo de Campo / Agricultura	<input type="checkbox"/> Huerto <u>Ejemplos:</u> (escoger, podar, clasificar frutas, frutos secos, viñas, etc.)	<input type="checkbox"/> Planta vivero <u>Ejemplos:</u> (plantar, cultivar, cosechar flores, plantas, árboles, arbustos, hierbas, césped, etc.)	<input type="checkbox"/> Pesca <u>Ejemplos:</u> (capturar, clasificar, empaquetar, procesar, transportar pescado o mariscos, etc.)
<input type="checkbox"/> Lácteos / Ganadería / Ganadería	<input type="checkbox"/> Embalaje <u>Ejemplos:</u> (procesar, almacenar, congelar, enlatar, empaquetar frutas, verduras, carnes, etc.)	<input type="checkbox"/> Procesamiento de Alimentos <u>Ejemplos:</u> (preparar, procesar alimentos como la salsa de tomate, jaleas de frutas, salsa de chile, procesamiento de trigo o harina para artículos de tortilla, paquete de cortar o embalar un surtido de carnes).	<input type="checkbox"/> Silvicultura / Madera

No se aplica ninguno de los anteriores.



**FORMA DE CONSENTIMIENTO Y DE CEDER
PERMISO DE LOS MEDIOS DE COMUNICACIÓN**

Estimado Padre / Tutor:

Magnolia Public Schools solicitan su permiso para reproducir a través de medios de audio, electrónicos, impresos o visuales, actividades en las que su estudiante ha participado en su programa educativo. Su autorización nos permitirá usar materiales especialmente preparados para aumentar la conciencia pública y promover la continuación y mejora de los programas educativos mediante el uso de medios masivos, exhibiciones, folletos, sitios web, etc.

Nombre del estudiante: _____

Fecha de nacimiento del estudiante: _____

Nombre del padre / tutor: _____

SÍ - Doy mi permiso para que la imagen, el nombre o el trabajo de mi estudiante se publiquen en comunicaciones internas y externas, que incluyen, entre otros:

- A. Autorizo completamente y otorgo a Magnolia Public Schools, sus representantes autorizados y cualquier otra organización de medios externa el derecho de imprimir, fotografiar, grabar y editar, según lo desee, la información biográfica, el nombre, la imagen, el parecido y/o la voz del estudiante mencionado anteriormente en audio, video, película, diapositiva o cualquier otro formato electrónico e impreso, desarrollado actualmente para los fines establecidos o relacionados con los anteriores.
- B. Autorizo completamente y otorgo a Magnolia Public Schools, sus representantes autorizados y cualquier otra organización de medios externa el derecho a fotografiar y/o grabar videos por medios de comunicación, patrocinadores y/u organizaciones afiliadas.
- C. Entiendo y acepto que el uso de tales grabaciones será sin compensación alguna para el estudiante o el padre o tutor del estudiante.
- D. Por la presente, libero y eximo de toda responsabilidad a las Magnolia Public Schools, sus representantes autorizados y/o cualquier otro medio externo autorizado de todas y cada una de las acciones, reclamos, daños, costos o gastos, incluidos los honorarios de abogados, presentados por el estudiante y/o el padre o guardián que se relacionen o surjan de cualquier uso de estas Grabaciones como se especifica anteriormente.

NO: no acepto divulgar o usar el nombre, la foto o el video de mi estudiante publicados en intentos de comunicación internos y externos.

Firma del padre / tutor: _____



ENCUESTA DE IDIOMA DEL HOGAR

Queridos padres,

¡En nombre del personal de Escuelas Públicas de Magnolia, nos complace darle la bienvenida al año escolar 2024-25! Esperamos una asociación productiva con usted para garantizar que nuestros niños puedan alcanzar su máximo potencial. Reconocemos que para tener éxito en la escuela, nuestros hijos necesitan apoyo tanto del hogar como de la escuela. Sabemos que una asociación sólida con usted hará una gran diferencia en la educación de sus hijos. Como socios, compartimos la responsabilidad del éxito de nuestros hijos y queremos que sepan que haremos todo lo posible para cumplir con nuestras responsabilidades.

Tómese un momento para completar la información a continuación y entréguela con su paquete de inscripción.

<u>Nombre completo del estudiante:</u>	<u>Grado del estudiante:</u>
<p>ENCUESTA DE IDIOMAS EN EL HOGAR: indique solo un idioma (el más utilizado) por línea. Esta encuesta se utiliza para obtener información precisa y se utiliza únicamente para ofrecer servicios educativos apropiados a nuestros estudiantes, no para determinar el estado legal o para fines de inmigración.</p> <p>¿Qué idioma aprendió su hijo cuando comenzó a hablar? _____</p> <p>¿Qué idioma habla su hijo con más frecuencia en casa? _____</p> <p>¿Qué idioma habla usted (el padre / tutor) con más frecuencia con su hijo? _____</p> <p>¿Qué idioma hablan los adultos con mayor frecuencia en el hogar? (padres, tutores, abuelos o cualquier otro adulto) _____</p> <p><i>Tenga en cuenta: Si indicó un idioma diferente al inglés en la sección anterior, la ley nos exige evaluar a su hijo para el dominio del inglés. Este año, la prueba que se administrará a todos los estudiantes iniciales es la Evaluación de dominio del idioma inglés para California (ELPAC). Esta prueba medirá la fluidez de su hijo en inglés y también nos ayudará a determinar si se necesitan servicios e instrucción para el desarrollo del idioma inglés. Se le notificará sobre los resultados de la evaluación y los servicios disponibles cuando se complete la evaluación.</i></p>	
<p>Lenguaje preferido para la comunicación</p> <p>¿En qué idioma desea recibir comunicaciones escritas de la escuela?</p>	<p><input type="checkbox"/> inglés <input type="checkbox"/> español</p> <p>Otro: _____</p>
<p>Primera fecha de inscripción escolar en EE. UU. del ESTUDIANTE</p> <p><i>Se usa para determinar si un estudiante necesita ser evaluado con evaluaciones Smarter Balanced.</i></p>	<p>Mes / Año _____</p> <p><i>(No incluye preescolar o Kinder de transición)</i></p>

MAGNOLIA SCIENCE ACADEMY 3 ACTION PLAN FOR SUCCESS

FOCUS AREA #1: MATH PERFORMANCE

GOAL #1: Magnolia Science Academy (MSA-3) students will demonstrate grade-level proficiency and growth in math, schoolwide and for all statistically significant student groups. This goal, measured by the CAASPP assessment, reflects our dedication to advancing our students' mathematical skills and critical thinking abilities, building upon the continuous growth observed in previous years.

Outcome #1: Schoolwide and all statistically significant student groups in grades 6-8 and 11 will demonstrate **grade-level proficiency** on the CAASPP-Mathematics assessments.

Metric/Method for Measuring: (LCAP Metric 2.8) Percentage of students who have met or exceeded standard on the CAASPP-Mathematics assessments (*Source: CDE DataQuest*)

	<u>Baseline (2023-24)</u>	<u>Target for 2025-26</u>	
All Students (Schoolwide)	17.19%	≥ 20.00%	(About 1.41 percentage points increase per year)
English Learners*	0.00%	≥ 7.00%	(About 3.50 percentage points increase per year)
Socioeconomically Disadvantaged	15.03%	≥ 20.00%	(About 2.49 percentage points increase per year)
Students with Disabilities*	3.70%	≥ 10.00%	(About 3.15 percentage points increase per year)
African American	15.84%	≥ 20.00%	(About 2.08 percentage points increase per year)
Hispanic	16.81%	≥ 20.00%	(About 1.60 percentage points increase per year)

Outcome #2: All schoolwide and statistically significant student groups in grades 6-8 and 11 will demonstrate **growth** on the CAASPP-Mathematics assessments, as measured by Distance from Standard (DFS) on the CA School Dashboard.

Metric/Method for Measuring: (LCAP Metric 2.9) Distance from Standard (DFS) on the CAASPP-Mathematics assessments (*Source: CA School Dashboard*)

	<u>Baseline (2024 Dashboard)</u>	<u>Target for 2026 Dashboard</u>	
All Students (Schoolwide)	92.6 points below standard	82.6 points below standard	(5 points increase per year)
English Learners*	104.0 points below standard	94.0 points below standard	(5 points increase per year)
Socioeconomically Disadvantaged	95.5 points below standard	85.5 points below standard	(5 points increase per year)
Students with Disabilities*	149.9 points below standard	133.9 points below standard	(8 points increase per year)
African American	94.2 points below standard	84.2 points below standard	(5 points increase per year)
Hispanic	93.6 points below standard	83.6 points below standard	(5 points increase per year)

Outcome #3: All schoolwide and statistically significant student groups will meet nationally normed targets for growth, in which NWEA expects 50% of students to meet their annual individual growth targets assigned by NWEA; measured by the percentage of students meeting their annual growth targets set by NWEA for the MAP-Mathematics assessment (Grades 6-11).

Metric/Method for Measuring: (LCAP Metric 2.10) Percentage of students who have met their growth targets on the Measures of Academic Progress (MAP)-Mathematics assessment from fall to spring (*Source: NWEA MAP*)

	<u>Baseline (2023-24)</u>	<u>LCAP Target for 2026-27g</u>
		Target is a minimum of 50.0%, with the expectation to increase our percentage from prior year.
All Students (Schoolwide)	55.4%	≥ 50.0%
English Learners*	64.3%	≥ 50.0%
Socioeconomically Disadvantaged	57.6%	≥ 50.0%
Students with Disabilities*	58.5%	≥ 50.0%
African American	46.2%	≥ 50.0%
Hispanic	61.8%	≥ 50.0%

* Please note that MSA-3 had fewer than 30 students in the English Learners and Students with Disabilities student groups for the CAASPP-Mathematics assessment/Dashboard Academic Indicator and fewer than 30 students are not considered as numerically significant for accountability purposes. However, MSA-3 closely monitors the progress of and sets targets for all our student groups, numerically significant or not.

Existing Programs and Interventions (2023-24):

- **Embedded Power Math Class¹:** This specialized course is tailored for Middle School students who are in the "Nearly Met" range on the SBAC exam. It focuses on enhancing their math skills through targeted instruction.
- **Saturday School²:** Offered to students of all grade levels, Saturday School provides additional academic support, with a focus on Math and enrichment activities, beyond regular school hours.
- **New Math Curriculum³:** The adoption of the HMH math curriculum includes bimonthly teacher training sessions to ensure successful implementation and integration into our teaching practices.
- **Intersessions and Summer School⁴:** We provide Winter Intersessions and Summer School programs to extend learning opportunities and address any gaps in understanding.
- **Instructional Rounds⁵:** The MPS home office and MSA-3 administration team conduct classroom walkthroughs, offering feedback to improve teaching and learning outcomes.

¹ TNTP. (June, 2022). *Instructional coherence: A tool for school improvement*. Retrieved from <https://tntp.org/wp-content/uploads/Tools/instructional-coherence.pdf>

² Lauer, P. A., Akiba, M., Wilkerson, S. B., Apthorp, H. S., Snow, D., & Martin-Glenn, M. L. (2004). The effectiveness of out-of-school-time strategies in assisting low-achieving students in reading and mathematics: A research synthesis (No. ED483021). Mid-continent Research for Education and Learning (McREL). <https://files.eric.ed.gov/fulltext/ED483021.pdf>

³ EdReports. (2019). *Why materials matter*. Retrieved from https://storage.googleapis.com/edreports-206618.appspot.com/impact/wmm/download/EdReports_WhyMaterialsMatter_100119_LR.pdf

⁴ Lynch, K., An, L., & Mancenido, Z. (2023). *The Impact of Summer Programs on Student Mathematics Achievement: A Meta-Analysis*. Review of Educational Research, 93(2), 275-315. <https://doi.org/10.3102/00346543221105543>

⁵ Hanover Research. (2022). *August 2022 quarterly bulletin: Instructional rounds brief*. Virginia Department of Education. Retrieved from https://content.govdelivery.com/attachments/VADOE/2022/08/10/file_attachments/2241391/August%202022%20QT%20Bulletin%20%20Hanover%20Brief.pdf

Data Supporting Effectiveness (2023-24 School Year):

The 2023-24 SBAC results indicate significant improvement in Math performance, with MSA-3 students projected to achieve a 17.19% proficiency rate and score 92.6 points below the standard. This represents an 8.69% increase in Math CAASPP proficiency and a 16.9-point improvement compared to the previous year.

Planned Changes and Activities for 2024-25 and Beyond:

- **Targeted After-School Math Intervention:** Math intervention sessions will be offered twice a week for 6th and 7th grade students, providing additional support to reinforce classroom learning.⁶ IES recommends small-group explicit and systematic instruction to support struggling math students. This is aligned with after-school and Saturday intervention sessions for 6th and 7th graders in the action plan.
- **Saturday School (Targeted Math Intervention):** Saturday School will focus specifically on providing extra math support and reviewing the claims and content and skills in The Number System, Ratios & Proportional Reasoning, and Expressions and Equations for 6th and 7th grade students. These targeted interventions are designed to reinforce classroom instruction and address gaps in foundational mathematical understanding, helping students develop the critical skills necessary for success in higher-level math courses.
- **Rigor Professional Development⁷:** This initiative aims to cultivate a learning environment where all math teachers are encouraged to challenge students to grow and perform at high levels. Research highlights that effective teacher coaching and professional development improve instructional practices and student outcomes.
- **MPS TOSA Support:** Teachers on special assignment (TOSAs) in mathematics for middle and high school will support the adoption of innovative math instruction approaches. These TOSAs will also provide professional development for MSA-3 math teachers, aimed at enhancing math teachers' ability to engage and motivate students to boost student engagement and motivation, leading to improved academic outcomes.
- **Instructional Rounds:** Continued instructional rounds will foster collaboration and reflective practice among math teachers. This process emphasizes student learning, promotes consistency in instruction, and provides immediate feedback, all contributing to ongoing professional development and teaching improvements.

FOCUS AREA #2: CHRONIC ABSENTEEISM

GOAL #2: MSA-3 students will have a high student attendance rate, schoolwide and for all statistically significant student groups. This goal, measured by the CA School Dashboard chronic absenteeism rate, reflects our dedication to creating a welcoming environment where our students want to show up to campus daily and engage with all aspects of school including academics, sports and activities.

Outcome #1: MSA-3 will maintain a low chronic absenteeism rate.

Metric/Method for Measuring: (LCAP Metric 4.6) Chronic Absenteeism Rate (Source: CA School Dashboard, SIS)

⁶ Institute of Education Sciences. (n.d.). *Improving mathematical problem-solving in grades 4 through 8: A practice guide (NCEE 2012-4055)*. Retrieved from <https://ies.ed.gov/ncee/wwc/PracticeGuide/26>

⁷ Institute of Education Sciences. (n.d.). *Effective teacher professional development and coaching*. Retrieved from <https://ies.ed.gov/ncee/rel/Products/Resource/100828>

	<u>Baseline (2024 Dashboard)</u>	<u>Target for 2026 Dashboard</u>
All Students (Schoolwide)	27.3%	≤ 22.0% (About 2.7 percentage points decrease per year)
Socioeconomically Disadvantaged	31.4%	≤ 26.0% (About 2.7 percentage points decrease per year)
Students with Disabilities*	20.8%	≤ 20.0% (About 0.4 percentage points decrease per year)
African American	33.0%	≤ 26.0% (About 3.5 percentage points decrease per year)
Hispanic	22.2%	≤ 20.0% (About 1.1 percentage points decrease per year)

* Please note that MSA-3 had fewer than 30 students in the English Learners and Students with Disabilities student groups for the Dashboard Chronic Absenteeism Indicator and fewer than 30 students are not considered as numerically significant for accountability purposes. However, MSA-3 closely monitors the progress of and sets targets for all our student groups, numerically significant or not.

Existing Programs and Interventions (2023-24):

A- Basic Needs Support⁸

- **Transportation Assistance:** LA METRO TAP cards and bus tokens are provided to ensure students have reliable transportation to school.
- **Food Assistance:** Food is provided to families through LACOE giveaways to address food insecurity.
- **Uniform Support:** Extra school uniforms are available for students in need.
- **Referrals to External Agencies:** Families are referred to outside agencies for additional support as needed.

B- Welcoming Environment

Clear communication of objectives and expectations improves learning outcomes. Hattie’s findings are echoed by Fendick (1990), who identified a strong relationship between teacher clarity and student achievement.⁹

- **Teacher and Staff Greeting:** Teachers greet students at the door, and staff welcome them as they enter the campus.
- **Expectations Posters:** Clear expectations are displayed in each hallway, classroom, and outside building to promote a positive school culture.
- **Mental Health Check-ins:** Psychologist and Social worker greet the students before school to provide morning SEL support.

C- Student Engagement

Recognizing attendance through rewards and fostering a welcoming atmosphere connects to higher student motivation and participation. MSA-3’s programs and strategies align with Ryan & Deci’s (2000) self-determination theory.¹⁰

⁸ WestEd. (2018). *To Address Chronic Absenteeism, Dig Into the Data*. Retrieved from <https://www.wested.org/blog/to-address-chronic-absenteeism-dig-into-the-data-2/>

⁹ Fendick, F. (1990). The correlation between teacher clarity of communication and student achievement gain: A meta-analysis. *Dissertation Abstracts International*, 51(3), 1008A.

¹⁰ Ryan, R. M., & Deci, E. L. (2000). Self-determination theory and the facilitation of intrinsic motivation, social development, and well-being. *American Psychologist*, 55(1), 68–78. doi:10.1037/0003-066X.55.1.68

- **Expanded Extracurriculars:** Broadened club and sports offerings to increase student participation beyond academics.
- **Attendance Announcements:** Weekly reminders about the importance of attendance during school-wide announcements.
- **Grade-Level Attendance Contests:** Encouraging friendly competition between classes for the highest ADA percentage.
- **Perfect Attendance Rewards:** Recognition and rewards for students with perfect attendance at the end of each semester.
- **Student Tracking:** Providing students with attendance tracking sheets to help monitor their tardiness and absences.
- **Home Visit Program:** Magnolia Public Schools will leverage home visits to target students with chronic absenteeism. Home visits will focus on building relationships with students and families, understanding the root causes of absenteeism, and providing direct support and resources to help improve attendance.

D- Academic Support

- **Tutoring Services:** Academic tutoring is available to support students who need extra help.
- **Viper Success Plans:** Tailored success plans are developed for students who receive Truancy Letter #2.
- **Weekly Admin Team Meeting:** The administrative team meets weekly to strategize support for chronically absent students, ensuring they have access to necessary resources.

E- SEL/Mental Health Support

- **School Counseling:** Dedicated counseling services are provided for students experiencing mental health challenges.
- **Social Worker and Psychologist:** On-site support is available from a social worker and psychologist to address students' mental health needs. We also have the benefit of two Social Worker interns.

F- Family Engagement

We plan strategies, such as home visits and regular communication with families, that align with IES findings that partnering with families is effective in reducing chronic absenteeism. Research shows that engaging families through consistent communication and involvement can significantly decrease absentee rates.¹¹

- **Orientation Attendance Review:** Attendance expectations are clearly communicated to the school community during student orientation.
- **Automated Attendance System:** A system is in place allowing parents to easily review and address absences and attendance issues.
- **Monthly Newsletter:** Includes an attendance graphic reminder to keep parents informed and engaged.
- **Ongoing Communication:** Attendance expectations are revisited regularly during "Coffee with the Admin" meetings.
- **Truancy Meetings:** In-person meetings are held with families of students who receive Truancy Letter #2 to review attendance expectations.
- **SART Process:** The Student Attendance Review Team (SART) involves parents, school staff, and home office staff to address attendance concerns.
- **Home Visit Program:** MPS will prioritize and target impacted students and families for home visits. These visits will serve as an opportunity to provide support, build connections, and address any barriers to regular attendance. The visits will focus on creating action plans to support students and improving their attendance rates.
- **Community Support:** Collaboration with the Community School Liaison (CSL) and Community School Coordinator (CSC) to enhance family support.

Data Supporting Effectiveness (2023-24 School Year):

¹¹ Institute of Education Sciences. (n.d.). *Engaging families to reduce chronic absenteeism*. Retrieved from <https://ies.ed.gov/EvidenceBased/absenteeism/families.asp>

- **Chronic Absenteeism:** The 2023-24 chronic absenteeism rate, as reported on the California Dashboard, stands at 27.3%, reflecting a decline in chronic absenteeism. MSA-3's chronic absenteeism rate decreased by 6.7% compared to the 2022-23 data.

Planned Changes and Activities for 2024-25 and Beyond:

- **Attendance Video Campaign:** We plan to introduce a video campaign to better capture parent attention. While text communication and graphics are regularly used, video content will offer an engaging alternative. This campaign is a specific request of our parent community and will focus on the importance of attendance.
- **Addition of Family Success Coordinator:** A new role will be introduced to enhance family engagement and support, with specific tasks focused on improving attendance and student success for our African- American students and families.¹²

FOCUS AREA #3: SUSPENSION

GOAL#3: MSA-3 students will have a low student suspension rate, schoolwide and for all statistically significant student groups. This goal, measured by the CA School Dashboard suspension rate, reflects our dedication to creating a welcoming environment where our students want to show up to campus daily and engage with all aspects of school including academics, sports and activities.

Outcome #1: MSA-3 will maintain a low student suspension rate.

Metric/Method for Measuring: (LCAP Metric 4.10) Student Suspension Rate *(Source: CA School Dashboard, CALPADS)*

	<u>Baseline (2024 Dashboard)</u>	<u>Target for 2026 Dashboard</u>
All Students (Schoolwide)	2.2%	≤ 2.0% (About 0.1 percentage points decrease per year)
English Learners	8.3%	≤ 5.0% (About 1.7 percentage points decrease per year)
Socioeconomically Disadvantaged	2.4%	≤ 2.0% (About 0.2 percentage points decrease per year)
Students with Disabilities	5.3%	≤ 5.0% (About 0.2 percentage points decrease per year)
African American	3.9%	≤ 3.5% (About 0.2 percentage points decrease per year)
Hispanic	1.3%	≤ 1.0% (About 0.2 percentage points decrease per year)

Existing Programs and Interventions (2023-24):

In line with evidence-based practices, Implementing programs like YVAPE and reflection stations, which focus on education and behavior correction rather than punitive measures address behavioral issues constructively, reducing suspension rates.¹³

¹² Learning Policy Institute. (2024). *Reducing Chronic Absenteeism: Lessons from Community Schools*. Retrieved from https://learningpolicyinstitute.org/product/chronic-absenteeism-community-schools-report?utm_source

¹³ Institute of Education Sciences. (n.d.). *Addressing behavioral issues constructively*. Retrieved from <https://ies.ed.gov/evidencebased/absenteeism/index.asp>

- **YVAPE Partnership:** MSA3 collaborates with the [YVAPE](#) program as an alternative to suspension for students involved in using, possessing, or distributing VAPE devices or paraphernalia. This program provides education and intervention rather than punitive measures.
- **Vector Solutions Consequence Platform:** MSA3 uses the program called [VectorSolutions](#) as an alternative to suspension. Students who commit suspendable offenses are given the opportunity to correct their behavior by completing assignments on this platform, fostering accountability and learning.
- **Saturday School Reflections:** As another alternative to suspension, Saturday School offers students the chance to reflect on their actions. Students make up missed class time and complete reflection assignments based on the offense committed.
- **Expanded Sports and Clubs Offerings:** MSA3 has increased the variety of extracurricular activities available, providing students with positive outlets to channel their energy and interests.
- **School-Wide Shared Vision:** A unified school vision centered around the new school logo and values has been established, promoting a strong school culture. This vision is reinforced through artwork displayed across the campus.
- **LAIRP Dean Mentoring Training Program:** The Dean of Students has participated in specialized training focused on key aspects of school-based leadership, including safety, Positive Behavioral Interventions and Supports (PBIS), and attendance.

Data Supporting Effectiveness (2023-24 School Year):

- **Suspension Rates:** Internal data shows a significant reduction in suspension rates, dropping from 6.8% in the 2022-23 school year to 2.2% in the 2023-24 school year.

Planned Changes and Activities for 2024-25 and Beyond:

- **Classroom Reflection Stations:** Each classroom will have a designated reflection station, allowing students to regulate their emotions and de-escalate behaviors, addressing classroom behavior issues before they escalate to more serious infractions.¹⁴
- **Grade Level Celebrations:** Monthly celebrations for Middle School (MS) and quarterly celebrations for High School (HS) will be introduced to recognize and reward positive behavior and achievements.
- **Consistent SEL Curriculum:** Social-Emotional Learning (SEL) curriculum will be consistently implemented across all grade levels to support student well-being and development. SEL programs help students manage emotions and improve behavior. Durlak et al. (2011) demonstrate the positive effects of SEL on student outcomes.¹⁵
- **Crisis Prevention (CPI) Training:** Staff will undergo Crisis Prevention Institute (CPI) training to better manage and de-escalate situations that could lead to behavioral issues.
- **CA-ISP Partnership:** A new partnership with CA-ISP (California Institute for School Performance) will be established to further enhance student support and intervention strategies.

¹⁴ Buckner, L. (2022). *Calming spaces in schools and classrooms*. California Safe and Supportive Schools. Retrieved from <https://ca-safe-supportive-schools.wested.org/wp-content/uploads/2022/10/Calming-Spaces-in-Schools-and-Classrooms.pdf>

¹⁵ Durlak, J. A., Weissberg, R. P., Dymnicki, A. B., Taylor, R. D., & Schellinger, K. B. (2011). The impact of enhancing students' social and emotional learning: A meta-analysis of school-based universal interventions. *Child Development*, 82(1), 405–432. doi:10.1111/j.1467-8624.2010.01564.x

FOCUS AREA #4: 6TH GRADE PERFORMANCE

GOAL#4: MSA-3 sixth graders will demonstrate grade-level proficiency and growth in ELA and math. This goal, measured by the CAASPP assessment, reflects our dedication to advancing our students' literacy and mathematical skills and critical thinking abilities, building upon the continuous growth observed in previous years.

Outcome #1: Students in grade 6 will demonstrate **grade-level proficiency** on the CAASPP-ELA/Literacy assessments.

Metric/Method for Measuring: (LCAP Metric 2.4) Percentage of students who have met or exceeded standard on the CAASPP-ELA/Literacy assessments (Source: CDE DataQuest)

	<u>Baseline (2023-24)</u>	<u>Target for 2025-26</u>
Grade 6	31.37%	≥ 36.00% (About 2.32 percentage points increase per year)

Outcome #2: Students in grade 6 will demonstrate **grade-level proficiency** on the CAASPP-Mathematics assessments.

Metric/Method for Measuring: (LCAP Metric 2.8) Percentage of students who have met or exceeded standard on the CAASPP-Mathematics assessments (Source: CDE DataQuest)

	<u>Baseline (2022-23)</u>	<u>Target for 2025-26</u>
Grade 6	15.69%	≥ 22.00% (About 3.16 percentage points increase per year)

Outcome #3: Students in grade 6 will meet nationally normed targets for growth, in which NWEA expects 50% of students to meet their annual individual growth targets assigned by NWEA; measured by the percentage of students meeting their annual growth targets set by NWEA for the MAP-Reading and MAP-Mathematics assessments.

Metric/Method for Measuring: (LCAP Metrics 2.6 and 2.10) Percentage of students who have met their growth targets on the Measures of Academic Progress (MAP)-Reading assessment from fall to spring (Source: NWEA MAP)

	<u>Baseline (2023-24)</u>	<u>Target for 2026-27</u>
MAP-Reading		Target is a minimum of 50.0%, with the expectation to increase our percentage from prior year.
Grade 6	46.5%	≥ 50.0%
MAP-Mathematics		Target is a minimum of 50.0%, with the expectation to increase our percentage from prior year.
Grade 6	33.3%	≥ 50.0%

Existing Programs and Interventions (2023-24):

- **Saturday School:** Students receive homework support and additional academic assistance to reinforce classroom learning.
- **Power Math and ELA Classes:** Targeted support classes are offered for students who are close to meeting standards ("Nearly Met") in Math and ELA, providing them with extra help to bridge learning gaps.

- **Summer Bridge Program:** This program helps students develop study skills and provides tips on adjusting to middle school culture, ensuring a smoother transition for incoming students. Transition programs mitigate learning gaps during school transitions. Neild et al. (2008) discuss strategies to support students moving to middle school.¹⁶

Data Supporting Effectiveness (2023-24 School Year):

- **SBAC Results:** The California Dashboard highlights improvements in SBAC performance, with 31.37% of students meeting standards in Reading and 15.69% in Math. These results align with the target LCAP goals and represent a significant improvement compared to the previous year, when 23.34% of students met or exceeded standards in ELA and 10% in Math.
- **NWEA MAP:** Data from the NWEA MAP assessments is also used to monitor student progress and inform instructional adjustments.

Planned Changes and Activities for 2024-25 and Beyond:

As part of our ongoing efforts to enhance academic performance, we are introducing several initiatives to boost 6th-grade achievement, especially for students performing at level 2.

- **Power ELA and Power Math Courses:**
 - Target Audience: 6th-grade students performing at level 2.
 - Focus: These courses will address learning gaps identified through IXL diagnostics.
 - Resources: Teachers will use IXL diagnostic tools¹⁷ to identify specific areas for improvement and tailor instruction accordingly.
- **Targeted Math and English Interventions:**
 - 6th grade(African American) students
 - All African American Students, SWD, students with poor attendance
 - Will run concurrently with Saturday School.
 - Targeted After School Schedule Intervention sessions will be held after school bi-weekly
 - Student Identification: Students will be selected for these interventions based on their NWEA MAP reading and math scores.
- **Bridge Program Enhancements¹⁸:**
 - Math and ELA Integration: The summer Bridge program will now include embedded Math and ELA support, in addition to introducing students to the school culture, to better prepare students for the transition from elementary to middle school.
 - Increased Participation: Efforts will be made to boost student participation in the Bridge program, ensuring more students benefit from this critical support.
- **Intersession Programs:**
 - Winter and Spring Intersessions: Targeted Math and English support will be offered during these sessions, with a focus on 6th-grade students needing additional assistance.

¹⁶ Neild, R. C., Stoner-Eby, S., & Furstenberg, F. (2008). Connecting entrance and departure: The transition to ninth grade and high school dropout. *Education and Urban Society*, 40(5), 543–569. doi:10.1177/0013124508316438

¹⁷ Institute of Education Sciences. (n.d.). *Using data to inform instructional decisions*. Retrieved from <https://ies.ed.gov/EvidenceBased/absenteeism/data.asp>

¹⁸ Association for Middle Level Education (AMLE). (n.d.). *Transitioning young adolescents from elementary to middle school*. Retrieved from <https://www.amle.org/transitioning-young-adolescents-from-elementary-to-middle-school/>

FOCUS AREA #5: AFRICAN AMERICAN STUDENT GROUP PERFORMANCE

GOAL#5: MSA-3 African American student group will demonstrate growth on the following state indicators: Mathematics, College and Career Indicator (CCI), Chronic absenteeism, and Suspension. This goal, measured by the state indicators, reflects our dedication to advancing our students' literacy and mathematical skills and critical thinking abilities, building upon the continuous growth observed in previous years.

Outcome #1: MSA-3 African American student group will demonstrate **growth** on the CAASPP-Mathematics assessments, as measured by Distance from Standard (DFS) on the CA School Dashboard.

Metric/Method for Measuring: (LCAP Metric 2.9) Distance from Standard (DFS) on the CAASPP-Mathematics assessments (*Source: CA School Dashboard*)

	<u>Baseline (2024 Dashboard)</u>	<u>Target for 2026 Dashboard</u>
African American	94.2 points below standard	84.2 points below standard (5 points increase per year)

Outcome #2: MSA-3 African American student group will meet nationally normed targets for growth, in which NWEA expects 50% of students to meet their annual individual growth targets assigned by NWEA; measured by the percentage of students meeting their annual growth targets set by NWEA for the MAP-Mathematics assessment (Grades 6-11).

Metric/Method for Measuring: (LCAP Metric 2.10) Percentage of students who have met their growth targets on the Measures of Academic Progress (MAP)-Mathematics assessment from fall to spring (*Source: NWEA MAP*)

	<u>Baseline (2023-24)</u>	<u>Target for 2026-27</u>
African American	46.2%	Target is a minimum of 50.0%, with the expectation to increase our percentage from prior year. ≥ 50.0%

Outcome #3: African American students graduating from MSA-3 will be “prepared for college and career” by earning a high school diploma and meeting at least one other criteria of the College and Career Indicator (CCI), i.e., meeting A-G requirements, earning College Credits, passing AP exams, taking dual enrollment college courses, receiving the State Seal of Biliteracy; Golden State Seal, etc.

Metric/Method for Measuring: (LCAP Metric 3.4) Percentage of students in the current year College Career Indicator (CCI) who earned Prepared on the CCI (*Source: CA School Dashboard*)

	<u>Baseline (2024 Dashboard)</u>	<u>Target for 2026 Dashboard</u>
African American*	50.0%	≥ 55.0% (About 2.5 percentage points increase per year)

*** Please note that MSA-3 had 17 students, i.e., fewer than 30 students in the African American student group for the 2023 Dashboard Chronic Absenteeism Indicator and fewer than 30 students are not considered as numerically significant for accountability purposes. However, MSA-3 closely monitors the progress of and sets targets for all our student groups, numerically significant or not.**

Outcome #4: MSA-3 African American student group will maintain a low chronic absenteeism rate.

Metric/Method for Measuring: (LCAP Metric 4.6) Chronic Absenteeism Rate (*Source: CA School Dashboard, SIS*)

	<u>Baseline (2024 Dashboard)</u>	<u>Target for 2026 Dashboard</u>
African American	33.0%	≤ 26.0% (About 3.5 percentage points decrease per year)
Outcome #5: MSA-3 African American student group will maintain a low student suspension rate.		
Metric/Method for Measuring: (LCAP Metric 4.10) Student Suspension Rate (Source: CA School Dashboard, CALPADS)		
	<u>Baseline (2023 Dashboard)</u>	<u>LCAP Target for 2026 Dashboard</u>
African American	3.9%	≤ 3.5% (About 0.2 percentage points decrease per year)

Existing Programs and Interventions (2023-24):

A- Math Support Programs

- **Embedded Power Math Class:** This specialized class targets Middle School students who are in the "Nearly Met" range on the SBAC exam, providing focused instruction to strengthen their math skills.
- **Saturday School:** Available to all grade levels, Saturday School offers additional academic support, including Math homework assistance, outside of regular school hours.
- **New Math Curriculum:** The HMH math curriculum has been adopted, with bimonthly teacher training sessions to ensure effective implementation and integration into classroom practices.
- **Intersessions and Summer School:** Winter Intersessions and Summer School are offered to provide extended learning opportunities and address gaps in students' understanding.
- **Instructional Rounds:** The MPS home office and MSA-3 administrative team conduct classroom walkthroughs to provide feedback on teaching and learning practices.

B- College and Career Indicator (CCI)

- **Dual Enrollment¹⁹:** College courses are offered to students in grades 9 through 12, enabling African American students to take college courses early in their high school years.

¹⁹ Sullivan, D., & Smerdon, B. (2021). *Postsecondary outcomes of dual enrollment: National and state trends in participation and success*. Community College Research Center. Retrieved from <https://ccrc.tc.columbia.edu/publications/postsecondary-outcomes-dual-enrollment-national-state.html>

C- Chronic Absenteeism

Family Engagement²⁰

- **Orientation and Communication:** Attendance expectations are reviewed during student orientation and reinforced through an automated system that allows parents to address absences easily.
- **Monthly Newsletter:** An attendance graphic reminder is included to keep parents informed.
- **Coffee with the Admin:** Ongoing meetings where attendance expectations are reviewed.
- **Truancy Interventions:** In-person meetings with families of students who qualify for Truancy Letter #2, along with a School Attendance Review Team (SART) process involving parents, school staff, and home office staff.

Student Engagement

- **Expanded Extracurriculars:** Increased club and sports offerings to engage students in school activities.
- **Attendance Contests:** Grade-level contests to compete for the highest Average Daily Attendance (ADA) percentage, with rewards for Perfect Attendance each semester.
- **Self-Tracking:** Students are provided with attendance tracking sheets to monitor their own tardiness.

SEL / Mental Health Support

- **Counseling Services:** School counseling is provided to students experiencing mental health challenges, with additional support from a social worker and psychologist.

Creating a Welcoming Environment

- **Positive Interactions:** Teachers greet students at the door, and staff welcome students as they enter the campus.
- **Visible Expectations:** Expectations posters are displayed in hallways, classrooms, and outside the building.
- **Diverse Teaching Team:** A diverse middle school teaching team equips students with the social and cultural competencies needed to thrive in diverse communities and workplaces.

Academic Support

- **High Dose Tutoring²¹:** Available to support students academically both after school and during intersessions.
- **Viper Success Plans:** Personalized plans for students who qualify for Truancy Letter #2.
- **Strategic Meetings:** The admin team meets weekly to strategize on how to support chronically absent students with additional resources.

²⁰ Henderson, A. T., & Mapp, K. L. (2022). Understanding the multiple influences on Black parents' school involvement: A longitudinal perspective. *Parenting: Science and Practice*, 22(4), 243-264. <https://doi.org/10.1016/j.psych.2022.06.001>

²¹ Annenberg Institute for School Reform. (2021). Ed research for recovery: Design principles for scaling high-dosage tutoring. Brown University. Retrieved from https://annenberg.brown.edu/sites/default/files/EdResearch_for_Recovery_Design_Principles_1.pdf

- **Saturday School**²²: Supports all students, including African American students, in mastering Math and ELA concepts, which helps improve CAASPP ELA and Math scores.

Basic Needs Support

- **Transportation Assistance**: Provided through TAP cards and bus tokens.
- **Food Support**: Food provided to families through LACOE giveaways.
- **Uniform Assistance**: Extra school uniforms provided for students in need.
- **Referral Services**: Referrals to outside agencies for additional support.

Data Supporting Effectiveness (2023-24 School Year):

- **Math/ELA**: The California Dashboard indicates Magnolia Science Academy-3 had a significant increase in academic achievement among African American students in both ELA and Math. In the 2022-23 school year, African American students at Magnolia Science Academy-3 (MSA-3) scored 29.49% proficiency in ELA and 6.41% in Math. This improved in the 2023-24 school year to 32.67% in ELA and 15.84% in Math.

In terms of Distance from Standard, African American students at MSA-3 scored 94.2 points below the standard in Math, compared to the California state average of 102.2 points below the standard. For ELA, MSA-3 students were 47.2 points below the standard, while the state average was 58.9 points below the standard.

These results highlight MSA-3's commitment to closing the achievement gap in ELA and Math for African American students.

- **Suspension**: Internal data indicates that the suspension rate for African American students has decreased from 8.4% in the prior year to 3.9% this year.
- **Chronic Absenteeism**: The 2022-23 data shows a 32.9% chronic absenteeism rate for African American students. MSA-3's internal data shows a decrease to 26.5% for all students, and it is expected that this decline will also be reflected in the African American student population.
- **CCI**: MSA-3 has significantly increased the number of college courses offered, from four in the 2022-23 school year to 15 in the 2023-24 school year. This increase is expected to improve CCI scores for African American students.

D- Suspension and Culture of Belonging

We aim to promote cultural awareness and belonging through initiatives like Black History Month and diverse hiring aligns with practices that foster a supportive school climate.²³

²² Heller, D. E., & Karp, M. M. (2006). The effects of dual enrollment on college student success: A review of the research. *The Journal of Higher Education*, 77(4), 477-507. <https://doi.org/10.1086/444259>

²³ Institute of Education Sciences. (n.d.). *Promoting cultural competence to foster belonging*. Retrieved from <https://ies.ed.gov/EvidenceBased/absenteeism/climate.asp>

- **Black Student Union (BSU):** The BSU creates a supportive environment for African American students, offering opportunities to organize activities and trips, fostering a sense of belonging.
- **Black History Month:** School-wide participation in Black History Month activities enhances cultural awareness and inclusion, contributing to a sense of belonging among students.
- **Hiring Practices:** Efforts are made to diversify staff to reflect the student body and support a culturally responsive school environment. Culturally responsive practices foster inclusion and improve outcomes for marginalized groups. Gay (2000) explores the principles of culturally responsive pedagogy.²⁴

Planned Changes and Activities for 2024-25 and Beyond:

In addition to all the measures taken for the above items, MSA-3 admin will take the following measure to improve the MPOs of African American students in the area of MAP Math and SBAC Math, chronic absenteeism, suspension, CCI.

- The principal will designate an administrator to take on the additional responsibility of serving as the **African American Success Coordinator**, responsible for monitoring the progress of African American students on a weekly basis in key areas such as Math and ELA IAB scores, suspension rates, chronic absenteeism, and College and Career Indicator (CCI) data. All school leaders will support the African American Success Coordinator in analyzing this data and identifying trends. Together, they will collaborate to offer solutions that address any challenges, ensuring African American students receive the necessary support to succeed. This coordinated effort reflects our deep commitment to African American students' academic and personal growth.
- **The Family Success Coordinator**, in collaboration with grade-level chairs and teachers, will reach out to the parents of African American students regularly to ensure open communication and strong family engagement. This consistent contact will create a supportive network around each student, reinforcing our commitment to African American students' success and addressing their concerns proactively.
- The admin team and teachers will **continuously review the academic and behavioral data** for African American students through admin meetings, grade-level meetings, and department meetings. These reviews will ensure that interventions are timely and effective, as the school prioritizes the success of African American students by addressing challenges head-on.
- The MSA-3 admin team launched the **Plan-Do-Study-Act (PDSA) cycle** in June 2024 and will consistently evaluate and refine strategies to enhance the achievement of African American students. Adjustments will be made regularly based on data and feedback to ensure we meet our meaningful performance objectives (MPOs) for our African American students.
- CCI- The Dean of Academics will monitor the **dual enrollment participation data** with a specific focus on encouraging African American students to take advantage of these opportunities. We are committed to increasing the participation of African American students in advanced coursework and college-preparatory programs.

²⁴ Gay, G. (2000). *Culturally responsive teaching: Theory, research, and practice*. Teachers College Press.

- Grade-level chairs will schedule **Academic Success Planning meetings** with African American students who are falling behind in their grades. These meetings will provide personalized support and actionable strategies for African American students to meet their academic goals.

**Magnolia Educational & Research Foundation dba Magnolia Public Schools
CMO Fee Policy**

The Board of Directors (“Board”) of Magnolia Public Schools (“MPS”) adopts the following policy for the MPS charter schools to fairly fund the Home Office for administrative services and support provided to the schools, sometimes referred to as the “CMO fee”. The Board authorizes and delegates to the MPS Chief Executive Officer, Executive Team and their designees (collectively, the “Home Office Team”) to calculate and collect the CMO fee in accordance with this policy.

Calculation of CMO Fee

By June 30 each year, the Home Office Team will estimate the total costs for the Home Office to provide services and support to MPS schools for the coming fiscal year on an organization-wide basis for purposes of calculating the CMO fee for each school. The Home Office Team will categorize costs into two groups: (1) estimated costs to provide administrative and organization-wide services and support that are utilized by all MPS schools, such as management, human resources, accounting, student and special education services, technology, etc., with an added 10% to account for unanticipated cost increases (the “Home Office Service Costs”); and, (2) costs that are specific to a particular MPS school or site, such as rent, debt service, utilities and facilities management (the “School-Specific Costs”). Generally, the Home Office Services Costs include salaries of administrators and others providing services organization-wide, vendor contracts for such services, and other various costs. These estimates are for budgeting purposes, and may fluctuate during the fiscal year based on the Home Office’s actual expenses to provide such services and support.

The Home Office Team will assess each school’s CMO Fee as follows:

- Magnolia Science Academy San Diego (“MSA SD”) will pay 11% of its general purpose funding to the Home Office as its CMO Fee. The term “general purpose funding” consists of state aid, local property taxes, and other revenues applied towards the school’s local control funding formula (LCFF), as defined in Education Code Section 47632(d). It does not include federal funds, other restricted funds, or charitable donations collected by the school.
- The CMO Fee for three schools that include Magnolia Science Academy 3, Magnolia Science Academy 7 and Magnolia Science Academy Santa Ana will be reduced by approximately \$1.15 million total in order to protect school site employees from Reductions in Force (RIFs). The shortfall will be made up through fundraising and philanthropic donations via the Magnolia Educational and Research Foundation.
- After application of the above noted CMO Fees, each of the other MPS schools will pay the remaining Home Office Services Costs on a per-capita enrollment basis as its CMO Fee. The following simplified example (figures are for example purposes only) illustrates the calculation:

Total enrollment of all MPS schools:	5,000 students
Enrollment of MSDSD:	400 students
Total Home Office Services Costs:	\$500,000
MSASD 11% funding:	\$20,000

Each school’s CMO Fee shall be its enrollment multiplied by the following:

$$\frac{(\$500,000 - \$20,000)}{4,600}$$

The Home Office Team will track the School-Specific Costs by school, and will collect funds/reimbursement for School-Specific Costs directly from each school based on the actual costs incurred by each school.

Periodic Review and Collection of CMO Fee

The Home Office Team will periodically review CMO fee assessment for each MPS school and any School-Specific Costs for the school. The amount of the Home Office Service Costs may be adjusted to account for the Home Office's actual expenses throughout the year, which may in turn raise or lower each school's CMO fee (except for MSA SD).

V.3 LCFF Calculator

V.3 MSA-3 LCFF Calculator

Board Meeting – January 21, 2025

Item V. Reports / Study Topics

A. Uniform Complaint Procedure Quarterly Report for Educational Programs, October 1 to December 31, 2024

Education Code section 35186 (d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.



Los Angeles County Office of Education

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2024-2025

DISTRICT NAME		DATE
PERSON COMPLETING THIS FORM		TITLE

Quarter Covered by This Report (Check One Below):

- | | | |
|----------------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> 1st QTR | July 1 to September 30 | Due: Friday, October 18, 2024 |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due: Friday, January 17, 2025 |
| <input type="checkbox"/> 3rd QTR | January 1 to March 31 | Due: Friday, April 18, 2025 |
| <input type="checkbox"/> 4th QTR | April 1 to June 30 | Due: Friday, July 18, 2025 |

DATE REPORT WAS PRESENTED TO THE GOVERNING BOARD AT A REGULARLY SCHEDULED MEETING

Please Check the Box That Applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints:

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment			
TOTAL			

PRINT NAME OF DISTRICT SUPERINTENDENT	
SIGNATURE OF DISTRICT SUPERINTENDENT	DATE

Submit the Quarterly Summary Using Canvas Account

<https://lacoepd.instructure.com/courses/715>

or Mail to:

Los Angeles County Office of Education
Attn: Francisco Jimenez, Williams Instructional Materials
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
Fax: (562) 803-8325
Email: Jimenez_Francisco@lacoed.edu

Board Meeting – January 21, 2025

Item V. Report

B. Local Control and Accountability Plan (LCAP) Parent Engagement Update

Every school district's Local Control and Accountability Plan (LCAP) must address Parent Involvement as a state priority and legislation requires LEAs to report on their meaningful Family Engagement efforts as part of the Local Control Funding Formula (LCFF).

An update on LCAP Parent Engagement will be provided to the County Board.

Special Programs Support and Transformation Parent & Family Engagement

Title I Parent & Family Education and Consultation Program (PFECP)

An asset-based approach to family engagement in Juvenile Court Schools and County Community Schools

January 21, 2025



Guidance

LACOE SPST Goal 2:
Students will be provided with multi-tiered systems of support including community engagement to address their mental health and social emotional well-being to decrease suspensions and increase student engagement.

LACOE Special Programs Support and Transformation (SPST)
Local Control and Accountability Plan (LCAP)

California Department of Education
Local Control Funding Formula (LCFF)
Priority 3 Family Engagement

Title I, Part A Parent and Family Engagement



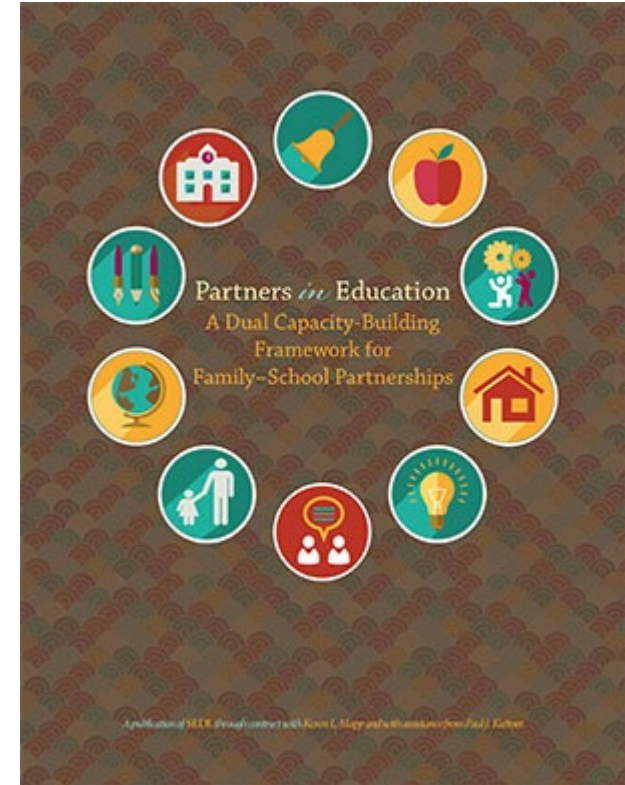
Evidence & Research-Based Practices for a Liberatory Approach to Family Engagement

Process Conditions

- Relational: Built on Mutual Trust
- Linked to Learning and Development
- Asset-Based
- Culturally Responsive and Respectful
- Collaborative
- Interactive

Organizational Conditions

- Systemic: Embraced by Leadership Across the Organization
- Integrated: Embedded in All Strategies
- Sustained: With Resources and Infrastructure



Karen L. Mapp, Eyal Bergman, Toward a More Liberatory Approach to Family Engagement, Carnegie Corporation for New York, June 2021

Building Relationships Between School Staff and Families



- Capacity building
 - In person outreach during visitation or school events
-



- Virtual town hall meetings
 - Social media
 - Weekly calls
-








- Road to Success Academy (RTSA) School Exhibitions
 - Virtual and in person learning opportunities
 - Parenting classes
-



- Support navigating systems
- Support accessing resources



Learning Opportunities

				
Mental Health, Self-Care and Motivation	Academic Program and Transitions	Family Dynamics	Resources and Information	Supporting and Understanding Youth
21	54	71	19	26
191 Learning Opportunities 2,309 Total Participation				



Learning Opportunities

- Weekly virtual learning opportunities
- Responsive to needs and interests
- Convenient for families
- Offered in English with Spanish interpretation



KNOW YOUR RIGHTS

EXPUNGEMENT AND RECORD CLEARING WORKSHOP

03 | 21 | 24
5:00PM

Via Zoom



If you are interested register by texting "Rights" to 562-745-5343

PARENT AND FAMILY EDUCATION AND CONSULTATION PROGRAM

Learn a new language with us!

Join our language courses brought to you by Rosetta Stone

Our free language courses provide a comprehensive learning experience to help you achieve fluency. Join our Virtual Information Session!

April 1, 2024
11:30AM
Via Zoom

Text "Language" to 562-745-5343 to RSVP!

Los Angeles County Office of Education

HEAD START

PARENT AND FAMILY EDUCATION AND CONSULTATION PROGRAM PRESENTS

LOS ANGELES COUNTY OFFICE OF EDUCATION HEAD START PROGRAM

ENROLL FREE

Join this Virtual Information Session to learn about the educational opportunities offered through HeadStart. Find out when and where to enroll your children in this free program.

Via Zoom - Register by texting "Headstart" to 562-745-5343

MAY 23, 2024 @ 11:30AM

The Parent and Family Education and Consultation Program

YOUTH VIOLENCE

PREVENTION AND INTERVENTION TECHNIQUES FOR PARENTS

Strong families are essential to preventing youth violence! As violence typically increases during adolescence, this Parent Academy will focus on teen drug use, gang involvement, effective discipline techniques for violent behaviors and navigating judicial involvement. Intervention supports and resources will be provided.

Session 1 - March 5, 2024
Session 2 - March 12, 2024
Session 3 - March 19, 2024
Session 4 - March 26, 2024

Time: 5:00pm - Via Zoom

Text "Youth" to 562-745-5343 to register

EMPOWERMENT AN ACADEMY FOR PARENTS

JOIN OUR 4 SESSION MOTIVATIONAL SERIES WITH AUTOBIOGRAPHICAL ACCOUNTS AND SUCCESS STORIES WE ALL NEED TO HEAR!

<p>April 3, 2024 Keith Davis</p>	<p>April 10, 2024 Ruth Fitzgerald</p>
<p>April 17, 2024 Sara Davis</p>	<p>April 24, 2024 Dominique Miller</p>

Tuesday's at 5:00pm via Zoom
Text "Parent" to 562-745-5343 to join

Input for Decision Making

- Evaluations and Feedback
- Consultation Meetings
 - Parent Advisory Committee (PAC)
 - District English Learner Advisory Committee (DELAC)
 - School Site Councils
- California School Parent Survey
- Focus Groups



Virtual Sessions



February 13, 2024
Parents of African American Students

April 09, 2024
Parents of English Learner students

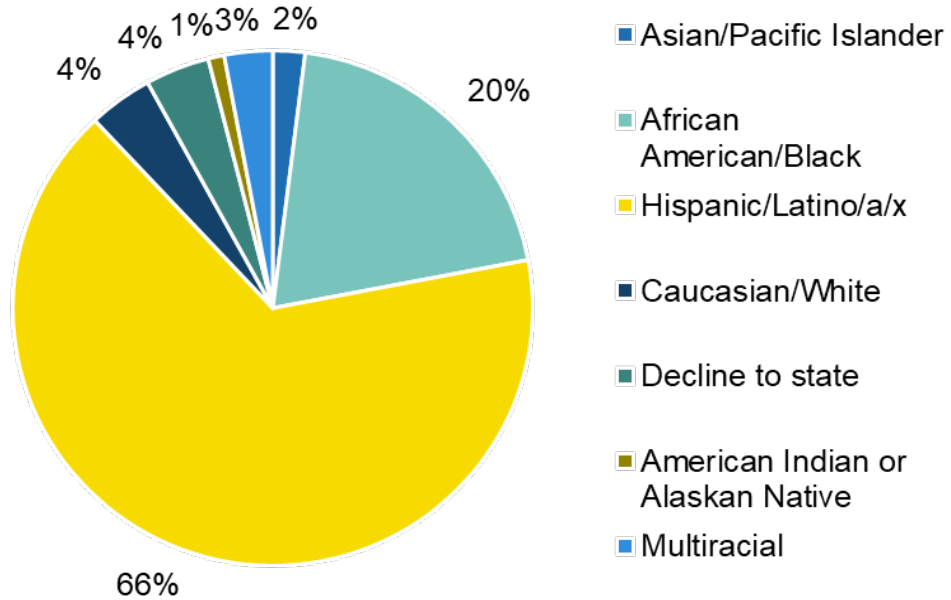
May 28, 2024
Parents of Students enrolled in Special Education

WE WANT TO HEAR FROM YOU!
JOIN OUR
PARENT FOCUS GROUPS

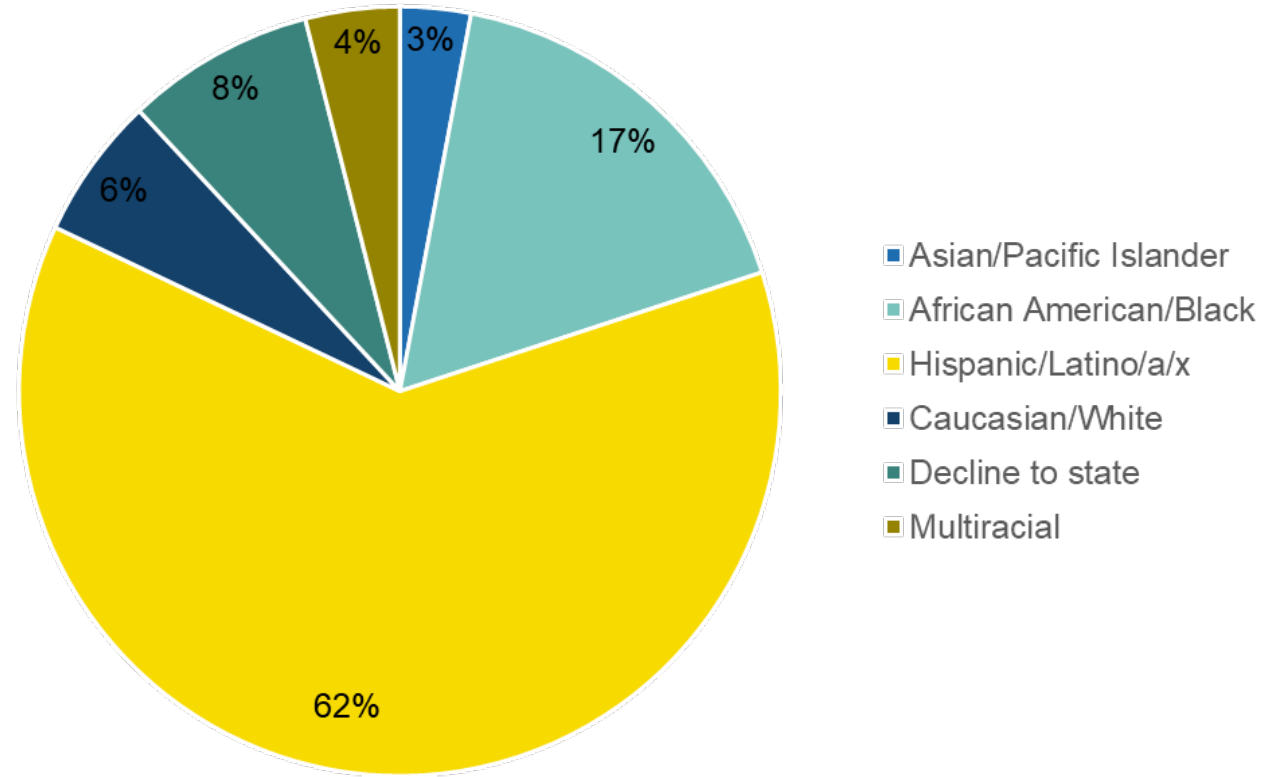
TEXT "CHANGE" TO 562-745-5343 TO REGISTER


Parent & Family Education and Consultation Program

Parent and Family Education and Consultation Program Race/Ethnicity Data



2023-24 School Year



2024-25 School Year YTD



Building Partnerships for Positive Student Outcomes





BUILDING AND MAINTAINING

HEALTHY RELATIONSHIPS

Please join us to learn more about continuing to bond and build connections with your child while at Camp Glenn Rockey



Parent & Family Education
and Consultation Program

Sunday, February 25, 2024

12:00pm to 1:00pm

Before visitation

Refreshments will be provided

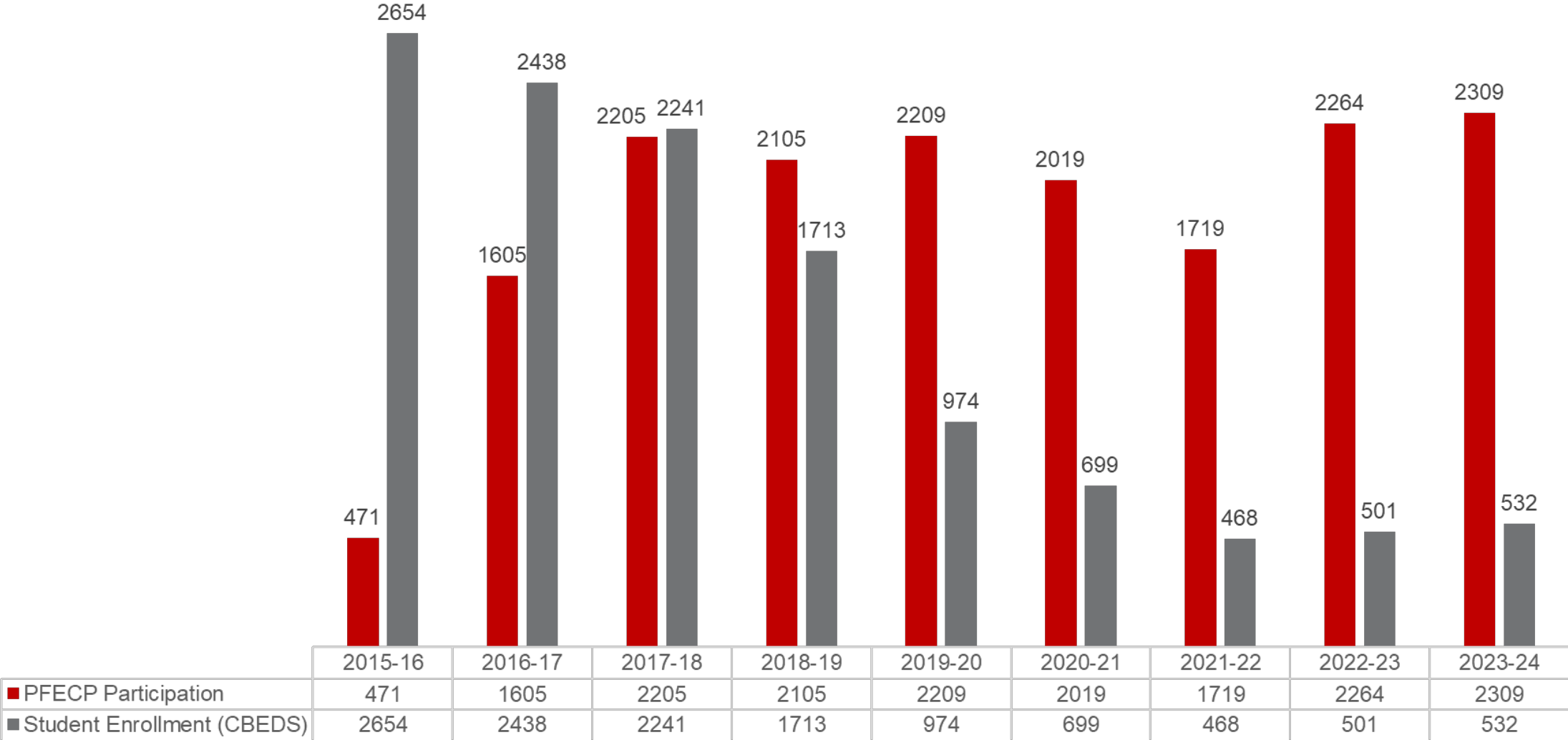
To sign up or for more information, please call
or text **"BUILD"** to 213-434-2939



Building Healthy Relationships

- Four session series at Camp Rockey
- LACOE and Probation partnership
- 58 total participants

PFECP Participation vs Student Enrollment





Thank you

Questions and Feedback

Tosin Balogun
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**Los Angeles County
Office of Education**

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

- A. Adoption of Board Resolution No. 34: To Recognize February 3-7, 2025, as National School Counseling Week

The Superintendent recommends that the County Board adopt Board Resolution No. 34 as part of the regular Board meeting on January 21, 2025 and further recommends that the Board recognize February 3-7, 2025, as National School Counseling Week. The Board Resolution acknowledges the vital role that school counselors play in the success of our public schools and in the lives of our students and the academic community as a whole.

Board Resolution No. 34 is attached.

NEXT STEPS:

- Send out LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this day with appropriate programs and activities to help spread the important message.
- LACOE will host the MHSC Regional Network Meeting during the month of February where counselors will be recognized.
- School counselors from across Los Angeles County will be invited to attend a February board meeting to be recognized.
- National School Counseling Week will be acknowledged on LACOE social media outlets including Instagram, Facebook and the Counseling Learning platform on the UCLA Center for Excellence Website.
- LACOE counseling staff will share via the MHSC Unit Newsletter events and promotional activities related to National School Counseling Week.

BOARD RESOLUTION

No. 34: 2024-25

School Counseling Week - February 3-7, 2025

- WHEREAS,** Our children are our future and our most valuable resource and providing them with appropriate guidance and direction is our most important responsibility; and
- WHEREAS,** school counselors are actively committed to helping students explore their abilities, strengths, interests and talents as these traits relate to career awareness and development; and
- WHEREAS,** students benefit significantly from having a professional school counselor on their school site; and
- WHEREAS,** school counselors help parents focus on ways to further the educational, personal and social growth of their children; and
- WHEREAS,** school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and
- WHEREAS,** professional school counselors are dedicated education professionals who work in collaboration with families, schools and communities to develop and promote comprehensive counseling programs and services for our youth; and
- WHEREAS,** schools and communities benefit from the expertise and guidance of professional school counselors providing academic, career and personal/social development; and
- WHEREAS,** the nation's more than 100,000 professional school counselors are charged with the responsibility of addressing critical issues and providing diligent care for all students through implementation of a standards-based counseling program; and
- WHEREAS,** as credentialed professionals trained to support students' emotional and academic wellbeing, school counselors are best positioned to assist students and to deliver the necessary mental health supports and services to students;

NOW, THEREFORE, BE IT RESOLVED that the Los Angeles County Board of Education joins Los Angeles County Superintendent of Schools Dr. Debra Duardo and the American School Counselor Association in declaring February 3 to 7, 2025, as "School Counseling Week" in order to salute the vital role that professional school counselors play in the success of our public schools and the future of our children.

ADOPTED this 21st day of January 2025, by the Los Angeles County Board of Education in Downey, California.

Debra Duardo, M.S.W., Ed.D.
Superintendent

Stanley L. Johnson, Jr., Ph.D.
Board President

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

- B. Adoption of Board Resolution No. 35: To Recognize National African American History Month, during the Month of February 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 35. The Superintendent further recommends that the County Board recognize and support National African American History Month in February 2025 by encouraging public officials, educators, librarians, and school communities to observe this month with appropriate programs, ceremonies and activities.

Board Resolution No. 35 is attached.

NEXT STEPS:

- Send out LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this day with appropriate programs and activities.
- Host 35th Annual African American Heritage Committee Luncheon and provide cultural experiences and scholarships for students.
- Partner with UCLA's Center for the Transformation of Schools and our partners to provide comprehensive research-based training and four years of technical support to equity multiplier schools to help them pursue excellence and eliminate disparities in outcomes for African American students.
- Provide a training on African American studies as part of the Implementation of the Ethnic Studies graduation requirement (AB 101).

BOARD RESOLUTION

NO. 35: 2023-24

National African American History Month

- WHEREAS,** Africans were forcibly brought to American shores to be enslaved as early as the 17th century; and
- WHEREAS,** Black Americans have subsequently faced systemic injustices of lynch mobs, segregation, racist attacks, discrimination such as redlining, and denial of basic, fundamental rights; and
- WHEREAS,** in spite of these injustices, many of which continue to exist today, Black Americans have made significant contributions to the economic, educational, political, artistic, literary, scientific and technological advancements of the United States; and
- WHEREAS,** National African American History Month, also known as Black History Month, had its origins in 1915 when historian and author Dr. Carter G. Woodson founded the Association for the Study of Negro Life and History; and
- WHEREAS,** Black History Month in February celebrates the contributions that Black Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our Nation's history; and
- WHEREAS,** Presidents Ford, Carter, Reagan, Clinton, Bush, Obama, Trump and Biden have issued Presidential messages and proclamations recognizing the significance of National African American History Month by urging all Americans to recognize the important contributions made by African Americans to American life and culture; and
- WHEREAS,** The United States Congress has similarly passed laws and adopted resolutions since 1986 to recognize the significance of contributions made by Black Americans; and
- WHEREAS,** The Library of Congress, National Archives and Records Administration, National Endowment for the Humanities, National Gallery of Art, National Park Service, Smithsonian Institution and United States Holocaust Memorial Museum join in paying tribute to the generations of African Americans who struggled with adversity to achieve full citizenship in American society; and
- WHEREAS,** The Black History Month theme this year is “Black Health and Wellness” and communities are encouraged to align events and activities with this theme; and
- WHEREAS,** Black History Month is a time for us to continue our collective journey of honoring and deepening our knowledge of the history and contributions of Black Americans and people of African descent that have been marginalized from mainstream curricula and discussions because of our country’s legacy of slavery, and institutional and structural racism; and

WHEREAS, LACOE is committed to valuing diversity and believes deeply that equity, respect and justice are central to the character of who we are, to the health of our democracy and to the well-being of our world; and

WHEREAS, At LACOE, it is our hope that during this month of recognition and celebration of Black Americans and their contributions made to this country, that we will work to disrupt manifestations of anti-blackness sentiments in our communities and in our schools; and

NOW THEREFORE BE IT RESOLVED, that the Los Angeles County Board of Education and the County Superintendent of Schools hereby recognize and support National African American History Month in February by encouraging public officials, educators, librarians and school communities to observe this month with appropriate programs, ceremonies and activities.

NOW THEREFORE BE IT RESOLVED, that the Los Angeles County Board of Education and the County Superintendent of Schools hereby support school districts in their effort to commemorate National African American History Month by providing instructional resources, relevant research, resources and promising practices throughout the year to make a significant impact on the lives and futures of Black American students.

NOW THEREFORE BE IT RESOLVED, that the Los Angeles County Board of Education and the County Superintendent of Schools hereby support school districts in their effort to improve outcomes for African American and black students by training LEA personnel on how to implement research-based strategies that promote the success of black students.

NOW THEREFORE BE IT RESOLVED, that the Los Angeles County Board of Education and the County Superintendent of Schools hereby aim to eliminate any institutional racism that may negatively impact black employees by collecting and monitoring both qualitative and quantitative equity, diversity, and inclusion data and taking appropriate action to eliminate any signs of bias in the systems at LACOE.

NOW THEREFORE BE IT RESOLVED, that the Los Angeles County Board of Education and the County Superintendent of Schools hereby support school districts in their effort to improve outcomes for African American and black students by training LEA personnel on how to successfully integrate an ethnic studies course that recognizes and values the many historical contributions of African American people.

ADOPTED this 21st day of January 2025, by the Los Angeles County Board of Education in Downey, California.

Debra Duardo, M.S.W., Ed.D.
Superintendent.

Stanley L. Johnson Jr., Ph.D.
Board President

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

- C. Adoption of Board Resolution No. 36 Emergency Board Resolution: Request for Los Angeles County Board of Education to Waive Bid Option for the Duration of the January 14, 2025, Los Angeles Board of Supervisors declared Existence of a local emergency as a result of the fire events and windstorm conditions in Los Angeles County

The Superintendent recommends that the County Board adopt Resolution No. 36 as part of the regular County Board meeting on January 21, 2025; and further asks that the County Board Request for Los Angeles County Board of Education to Waive Bid Option for the Duration of the January 14, 2025, Los Angeles Board of Supervisors declared Existence of a local emergency as a result of the fire events and windstorm conditions in Los Angeles County

Board Resolution No. 36 follows on the next page.

**EMERGENCY BOARD RESOLUTION
NO. 36**

Request for Los Angeles County Board of Education to Waive Bid Option for the Duration of the January 14, 2025, Los Angeles Board of Supervisors declared Existence of a local emergency as a result of the fire events and windstorm conditions in Los Angeles County

WHEREAS, significant fires have occurred within Los Angeles County, which have resulted in widespread damage to property, disruption of services, and potential immediate and long-term health risks to the students of Los Angeles County Office of Education (LACOE);

WHEREAS, LACOE has a responsibility to support public efforts and contribution to efforts to support its students and impacted local educational agencies;

WHEREAS, on January 7, 2025, Governor Newsom issued Executive Order N-2-25 that proclaimed a State of Emergency pursuant to the California Emergency Services Act within Los Angeles and Ventura Counties regarding the Palisades and other fires and windstorm conditions

WHEREAS, LACOE is committed to continuing to provide educational services to its students in a safe and healthy learning environment and plans to leverage existing resources to do so;

WHEREAS, that the County Superintendent shall have the authority to authorize the continuation of these measures should additional emergency closures be deemed necessary by the Superintendent.

WHEREAS, Public Contract Code Section 20113 (school districts) provides that public agencies may, with the unanimous approval of the board and approval of the County superintendent of schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life and property;

WHEREAS, County Superintendent shall have the authority to authorize emergency work and purchases and approval has been delegated to the Chief Financial Officer, Business Services,

NOW, THEREFORE, BE IT RESOLVED that the Los Angeles County Board of Education has determined that these circumstances constitute an emergency condition and request approval from the County Superintendent of Schools to purchase needed equipment and supplies without advertising or inviting bids pursuant to Public Contract Code Section 20113 . This Board Resolution will be effective for the duration of the local emergency declared by the Los Angeles County Board of Supervisors as a result of the fire events and windstorm conditions in Los Angeles County.

ADOPTED this 21st day of January 2025, by the Los Angeles County Board of Education in Downey, California.

Debra Duardo, M.S.W., Ed.D
Superintendent

Dr. Stanley Johnson
President

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

D. Acceptance of Project Funds No. 34

The Superintendent recommends that the County Board approve the acceptance of the 21st Century Community Learning Centers (CCLC)-Technical Assistance System of Support for Expanded Learning Grant on behalf of the LACOE Expanded Learning Technical Assistance (ELTAU) Unit. The funding is provided by the California Department of Education (CDE).

The funds will be used to provide critical, targeted and universal technical assistance to directly support programs and sites in building the capacity of expanded learning programs to meet all grant and program requirements defined in statute and promote high-quality programs and services. The recipients to be served are 90 grantees including Districts, Charters, and Community Based Organizations (CBOs) representing the 283 Expanded Learning Programs (ELP) in Los Angeles County funded through 21st Century Community Learning Centers (CCLC) grants serving 27,551 students in grades TK–12.

Grant Title	Amount	Funding Type	New Funding	One time/ Ongoing	Recipient
21st Century Community Learning Centers (CCLC)-Technical Assistance System of Support for Expanded Learning Grant	\$1,359,165	Grant-Direct	No	Ongoing	90 Grantees: Districts, Charters & CBOs representing 283 ELP in LA County funded through 21st CCLC

Purpose	Funder	Grantee	Start Date	End Date	Years
Providing STEAM support, professional development, and resources to ASES funded program	CDE	ELTAU	07/01/24	06/30/25	1

Item VI. Consent Calendar Recommendations

E. Acceptance of Project Funds No. 35

The Superintendent recommends that the County Board approve the acceptance of the 21st Century Science, Technology, Engineering, Art, & Mathematics (STEAM) Grant on behalf of the LACOE Expanded Learning Technical Assistance (ELTAU) Unit. The funding is provided by the California Department of Education.

The funds will be used to provide critical, targeted and universal technical assistance to directly support programs and sites in building the capacity of expanded learning programs to meet all grant and program requirements defined in statute and promote high-quality programs and services. The recipients to be served are 90 grantees including Districts, Charters, and Community Based Organizations (CBOs) representing the 283 Expanded Learning Programs in Los Angeles County funded through 21st Century Community Learning Centers (CCLC) grants impacting 27,551 students in grades TK–12.

Grant Title	Amount	Funding Type	New Funding	One time/ Ongoing	Recipient
21st Century Science, Technology, Engineering, Art, & Mathematics (STEAM) Grant	\$80,500	Grant-Direct	No	Ongoing	90 Grantees: Districts, Charters & CBOs representing 283 Expanded Learning Programs (ELP) in LA County funded through 21st CCLC

Purpose	Funder	Grantee	Start Date	End Date	Years
Providing STEAM support, professional development and resources to 21st CCLC funded programs.	CDE	ELTAU	07/01/24	06/30/25	1

Item VI. Consent Calendar Recommendations

F. Acceptance of Project Funds No. 36

The Superintendent recommends that the County Board approve the acceptance of the After School Education and Safety (ASES) Program-Technical Assistance Science, Technology, Engineering, Art, and Mathematics (STEAM) Grant on behalf of the LACOE Expanded Learning Technical Assistance (ELTAU) Unit. The funding is provided by the California Department of Education.

These funds will be used to provide critical, targeted and universal Technical Assistance to directly support programs and sites in building the capacity of expanded learning programs to meet all grant and program requirements defined in statute and promote high-quality programs and services.

Grant Title	Amount	Funding Type	New Funding	One time/ Ongoing	Recipient
ASES Program-Technical Assistance STEAM Grant	\$34,500	Grant-Direct	No	Ongoing	200 Grantees: Districts, Charters, CBOs representing 1,185 ELP in LA County funded through ASES grants

Purpose	Funder	Grantee	Start Date	End Date	Years
Providing STEAM support, professional development and resources to ASES funded programs.	CDE	Expanded Learning Technical Assistance (ELTAU) Unit	07/01/24	06/30/25	1

Item VI. Consent Calendar Recommendations

G. Acceptance of Project Funds No. 37

The Superintendent recommends that the County Board approve the acceptance of the California Center for Inclusive College (CCIC) Grant on behalf of the LACOE Division of Special Education. The funding is provided by the California Department of Education.

The funds will be used to establish an Inclusive College Center in partnership with the Sacramento County Office of Education and expand upon existing inclusive college programs to provide access to college programs for students with intellectual and developmental disabilities at four-year public post-secondary educational institutions. Comprehensive transition and post-secondary programs are critical as California continues to work towards improving education and post-school outcomes for students and young adults with disabilities.

Grant Title	Amount	Funding Type	New Funding	One time/ Ongoing	Recipient
CA Center for Inclusive College (CCIC) Grant	\$1,000,000	Grant-Direct	Yes	One Time	Special Education Students

Purpose	Funder	Grantee	Start Date	End Date	Years
To establish an Inclusive College Center in partnership with the Sacramento County Office of Education.	CDE	Division of Special Education	07/01/24	06/30/25	1

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

H. Acceptance of Project Funds No. 38

The Superintendent recommends that the County Board approve the acceptance of the California Community Schools Partnership Program: Coordination Grant, Round 3, on behalf of the LACOE Community Schools Program. The funding is provided by the California Department of Education.

The funds will Provide Community Schools Partnership Program support in collaboration with Inglewood USD, Norwalk/La Mirada, Duarte USD, Bellflower USD, Azusa USD, Baldwin Park USD, Antelope Valley HSD, & Bassett USD

Grant Title	Amount	Funding Type	New Funding	One time/ Ongoing	Recipient
California Community Schools Partnership Program: Coordination Grant, Round 3	\$500,000	Grant-Direct	No	Ongoing	Community Schools Partnership Program (CCSPP)

Purpose	Funder	Grantee	Start Date	End Date	Years
Provide support in collaboration with Inglewood USD, Norwalk/La Mirada, Duarte USD, Bellflower USD, Azusa USD, Baldwin Park USD, Antelope Valley HSD, & Bassett USD	CDE	Community Schools Program	07/01/24	06/30/26	2

Item VI. Consent Calendar Recommendations

I. Acceptance of Project Funds No. 39

The Superintendent recommends that the County Board approve the acceptance of the Expanded Learning Opportunities (ELO) Program System of Support Expanded Learning Technical Assistance Grant on behalf of the LACOE-Expanded Learning Technical Assistance (ELTAU) Unit. The funding is provided by the California Department of education.

These funds will be used to provide critical, targeted and universal technical assistance to directly support programs and sites in building the capacity of expanded learning programs to meet all apportionment and program requirements defined in statute and promote high-quality programs and services. The recipients to benefit from this are 325 grantees including LEAs (Districts, Classroom Based Instruction Charters) representing 2,000+ Expanded Learning Programs in Los Angeles County funded through the CDE ELO-P apportionment impacting approximately 514,252 students in grades TK-6.

Grant Title	Amount	Funding Type	New Funding	One time/ Ongoing	Recipient
ELO Program System of Support Expanded Learning Technical Assistance Grant	\$649,451	Grant-Direct	No	Ongoing	LEAs: Districts, Classroom Based Instruction Charters representing EL Programs in LA County funded through ELO-P

Purpose	Funder	Start Date	End Date	Years
Provide technical assistance to help grantees meet CDE statutory requirements and deliver high-quality expanded learning programs	CDE	07/01/24	06/30/25	1

Item VI. Consent Calendar Recommendations

J. Acceptance of Project Funds No. 40

The Superintendent recommends that the County Board approve the acceptance of the Hazard Mitigation Grant Program – Prepare CA Match on behalf of the LACOE-Facilities & Construction Division. The funding is provided by the California Governor's Office of Emergency Services (CAL OES). These funds will be used to conduct a risk assessment and an analysis of high-risk locations/sites and their hazards. The division will create an analysis, outreach, and hazard mitigation plan for the California Governor's Office of Emergency Services.

Grant Title	Amount	Funding Type	New Funding	One time/Ongoing	Recipient
Hazard Mitigation Grant Program – Prepare CA Match	\$49,988	Grant-Direct	Yes	One Time	LACOE and LA County Districts

Purpose	Funder	Start Date	End Date	Years
Conduct a risk assessment of high-risk sites and their hazards. Develop an analysis, outreach, and hazard mitigation plan.	CAL OES	06/17/24	06/17/27	3

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

K. Acceptance of Gifts No. 12

The Superintendent recommends that the County Board accept a donation from Hanan Retirement Strategies to LACOE’s Curriculum and Instructional Services (CIS) - Reading /Language Arts Unit worth **\$450 in gift cards**. The gift cards will be presented at the Reading/Language Arts Literacy Lifts Conference on February 7, 2025, as follows:

- Four \$50 gift cards to be awarded to student winners of the It’s My Write Poetry and Essay contest.
- One \$250 gift card to the educator recipient of the Beth Dalton Memorial Literacy Leadership Award

Accepting these gift card donations allows us to celebrate deserving students and teachers at the conference.

Title	Amount	Funding Type	New Funding	One time/ Ongoing
Hanan Retirement-CIS RLA Gift cards	\$450	Gift-Monetary	Yes	One Time

Recipient	Purpose	Funder	Start Date	End Date
4 student winners of the contest and 1 educator recipient	Award winners of the "My Write Poetry & Essay contest and 1 educator recipient of the Beth Dalton Memorial Literacy Leadership Award	Hanan Retirement Strategies	02/07/25	02/07/25

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

L. Acceptance of Gifts No. 13

The Superintendent recommends that the County Board accept an in-kind gift from Hand2Mind to LACOE’s Curriculum and Instructional Services (CIS) - Reading /Language Arts Unit worth **\$9,000**.

Hand2Mind is sponsoring the LACOE Reading Language Arts Literacy Lifts Conference and will be gifting the educator who is awarded the Beth Dalton Memorial Literacy Leadership Award with a \$250 online shopping spree on the Hand2Mind website. They will also provide 250 canvas bags one for each attendee. Each bag will contain Hand2Mind products valued at \$35 and be presented to each attendee on the day of the event (February 7, 2025).

Title	Amount	Funding Type	New Funding	One time/ Ongoing
Hand2Mind_CIS/RLA Award and bags	\$9,000	Gift-In kind	Yes	One Time

Recipient	Purpose	Funder	Start Date	End Date
Beth Dalton Memorial Literacy Leadership Awardees/educator	Awarding winner of the Beth Dalton Memorial Literacy Leadership Award and providing bags for attendees	Hand2Mind	02/07/25	02/07/25

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

M. Acceptance of Gifts No. 14

The Superintendent recommends that the County Board accept an in-kind donation of 20,000 face masks, valued at \$16,000, from the Taipei Economic and Cultural Office (TECO) to the Los Angeles County Office of Education’s Business Services Division. This generous contribution is designated for use by Los Angeles County school districts impacted by the January 2025 Los Angeles wildfires. This generous contribution expresses Taiwan’s support for the people affected by the ongoing wildfires and firefighters in California.

Title	Amount	Funding Type	New Funding	One time/Ongoing	Recipient
Taipei Economic & Cultural Office_LACOE Mask Donation	\$16,000	In-kind	Yes	One time	LAC Districts affected by wildfires

Purpose	Funder	Grantee	Start Date	End Date	Years
To distribute to students and staff affected by wildfires	TECO	LACOE-Business Services	1/14/25	While supplies last	0

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

N. Acceptance of Gifts No. 15

The Superintendent recommends that the County Board accept an in-kind gift of 1,750 pairs of brand-name sneakers and socks from Soles2souls to LACOE’s Homeless Education worth **\$78,750**.

This donation is from 4Everykid, a nationwide program of Soles4Souls to provide students experiencing homelessness in the US with new sneakers and socks. The goods will be distributed at the Homeless Liaison distribution on January 24, 2025.

Title	Amount	Funding Type	New Funding	One time/ Ongoing
Soles2souls HE	\$78,750	Gift-In kind	Yes	One Time

Recipient	Purpose	Funder	Start Date	End Date
LEAs of LA County Districts & Charters for Homeless students & families	In-kind donation of 1,750 socks & shoes to be distributed to Homeless Liaisons	Soles2souls	01/24/25	01/24/25

Board Meeting – January 21, 2025

Item VI. Consent Calendar Recommendations

O. Acceptance of Gifts No. 16

The Superintendent recommends that the County Board approve the acceptance of six gift cards with a total value of \$150; three from Amazon and three from Target, each valued at \$25. The donation is made available by SchoolsFirst Federal Credit Union to the Los Angeles County Office of Education’s Accountability, Support, and Monitoring (ASM) unit.

The gift cards will be used as raffle prizes during the Differentiated Assistance Convening, hosted by Educational Services, scheduled for February 5–7, 2025.

Grant Title	Amount	Funding Type	New Funding	One time/ Ongoing	Recipient
Schools First Federal Credit Union (ASM)	\$150	GIFT-Monetary	Yes	One time	LA County School Districts eligible for Differentiated Assistance

Purpose	Funder	Grantee	Start Date	End Date	Years
Gift cards will be donated for raffles for the attendees of the Differentiated Assistance Convening hosted by Educational Services on February 5-7, 2025	Schools First Federal Credit Union	Division of Accountability, Support and Monitoring (ASM)/	2/05/25	2/07/25	0

Board Meeting – January 21, 2025

Item VII. Recommendations

A. Approval of Student Board Member for 2024-25

The superintendent recommends the approval of a student board member for alternative education programs to join the Los Angeles County Board of Education to fill the vacancy created by the previous student board member upon his graduation. Interested LACOE students submitted candidate statements expressing their desire to serve on the Board. Student representatives from each campus elected our LACOE student board member to serve as the voice for students in alternative education programs on the Los Angeles County Board of Education for the remainder of the 2024-25 school year.



**Los Angeles County
Office of Education**



Student Board Member

**Dr. Maricela Ramirez
Chief Education Officer**



Background



The position for the second Student Board Member became vacant when the previous student board member graduated.



Candidate statements, letters of recommendation.



Panel met to review candidates.



Student representatives elected student board member.



Role of Student Board Members

- Attend all board meetings except closed session.
- Participate through the discussion process.
- Shall not be counted in determining the vote required to carry any measure before the County Board or whether a quorum is in attendance.
- Allowed to cast a “preferential vote.”
- Can make motions.



**Los Angeles County
Office of Education**

Introduction of Student Board Member Elect



Sanai, 11th Grade Alternative Education

"I want to serve on the Los Angeles County Board of Education as a Student Board Member because I would like to help us students with better opportunities. I think I could give the adults some good advice about what students might want or feel about certain things. "





**Los Angeles County
Office of Education**

**Thank You/
Questions**

Board Meeting – January 21, 2025

Item VIII. Informational Items

A. Governmental Relations

Dr. Duardo will provide an update on Governmental Relations.

Board Meeting – January 21, 2025

Item VIII. Informational Items

- B. Los Angeles County Board of Education Meeting Schedule, Establishment of Meeting Times, Future Agenda Items, and Follow up.

**LOS ANGELES COUNTY
BOARD OF EDUCATION**

**MEETING CALENDAR
January - June 30, 2025**

JANUARY 21 **2025**
 2:30 Study Session regarding the "Reimagining" Plan of Los Padrinos
 3:00 Board Meeting
Presentation: Recognition of Head Start and Early Learning Division Golden Apple Awards
Hearing: Public Hearing on Magnolia Science Academy-3, Grades 6-12: Renewal Petition (Enclosure)
Rpt: Uniform Complaint Procedure Quarterly Report for Educational Programs, October 1 to December 31, 2024
Rpt: Local Control and Accountability Plan (LCAP) Parent Engagement Update
Consent Rec: Approval of Nominees for the School Attendance Review Board (SARB)
Consent Rec: Adoption of Board Resolution No. 34: To Recognize February 3-7, 2025, as National School Counseling Week
Consent Rec: Adoption of Board Resolution No. 35: to Recognize National African American History Month, during the Month of February 2025
Consent Rec: Adoption of Board Resolution No. 36 Emergency Board Resolution: Request for Los Angeles County Board of Education to Waive Bid Option for the Duration of the [insert date] Los Angeles Board of Supervisors declared Existence of a local emergency as a result of the fire events and windstorm conditions in Los Angeles County
Consent Rec: Acceptance of Project Funds No. 34
Consent Rec: Acceptance of Project Funds No. 35
Consent Rec: Acceptance of Project Funds No. 36
Consent Rec: Acceptance of Project Funds No. 37
Consent Rec: Acceptance of Project Funds No. 38
Consent Rec: Acceptance of Project Funds No. 39
Consent Rec: Acceptance of Project Funds No. 40
Consent Rec: Acceptance of Gifts No. 12
Consent Rec: Acceptance of Gifts No. 13
Consent Rec: Acceptance of Gifts No. 14
Consent Rec: Acceptance of Gifts No. 15
Consent Rec: Acceptance of Gifts No. 16
Rec: Approval of Student Board Member for 2024-25
Closed Session: Conference with Legal Counsel – Pending Litigation – One Case Pursuant to Government Code section 54956.9(a)(d)(1): *People v. County of Los Angeles, et al., L.A.S.C., Case No. 21STCV01309*
WC: Williams Legislation Complaint at Dorothy Kirby
Interdistrict Attendance Appeals
 1. Justin B. v. Paramount USD
 2. Rose B. v. Azusa USD
 3. Richard B. v. Azusa USD
 4. Jose B. v. Azusa USD
 5. Jahlon J. v. Los Angeles USD
 6. Madison G. v. Los Angeles USD
 7. Juliana G. v. Los Angeles USD
 8. Ryan G. v. Los Angeles USD
Expulsion Case
 Case No. 2425-0001 v. Los Angeles USD

1/21/25

FEBRUARY 4**2025****2:30 Study Session regarding the "Reimagining" Plan of Los Padrinos**

3:00 Board Meeting

Consent Rec: Approval of Nominees for the School Attendance Review Board (SARB)**Interdistrict Attendance Appeals**

1. ~~Kenia V. v. Los Angeles USD (Spanish Interpreter)~~
2. Jaylanie M. v. Glendora USD
3. Carson B. v. Inglewood USD
4. Sebastian M. v. Bonita USD
5. ~~Jonah L. v. Los Nietos USD~~
6. ~~Zaiya D. W. v. Charter Oak USD~~
7. ~~Thaddeus T. v. Los Angeles USD~~
8. Mia B. v. Los Angeles USD
9. ~~Micah C. v. Los Angeles USD~~
10. ~~Mason R. v. Los Angeles USD~~
11. ~~Ella G. v. Los Angeles USD~~
12. Madison G. v. Los Angeles USD
13. Juliana G. v. Los Angeles USD
14. Ryan G. v. Los Angeles USD
15. Charlotte S. v. Los Angeles USD
16. Gwendolyn S. v. Los Angeles USD
17. ~~Lucy V. v. Los Angeles USD~~
18. ~~Harut V. v. Los Angeles USD~~
19. ~~Nasir S. v. Los Angeles USD~~
20. ~~Zayir S. v. Los Angeles USD~~

FEBRUARY 11

2:30 Study Session: Mental Health Initiatives

3:00 Board Meeting

Presentation: Introduction of Head Start and Early Learning Division Policy Council Executive Members to the County Board of Education**Rpt:** Mid-Year Update for LCAP**Rpt:** Update on the Business Enhancement System Transformation (BEST) Project**Interdistrict Attendance Appeals**

1. Luz F. G. v. Inglewood USD (Spanish Interpreter)
2. Cesar R. v. Inglewood USD (Spanish Interpreter)
3. Oleksii D. v. Inglewood USD
4. Hordii D. v. Inglewood USD
5. Daniel D. v. Inglewood USD
6. Jesus M. v. Bassett USD
7. Sansa G. v. Los Angeles USD
8. Ava D. v. Los Angeles USD
9. Stowe C. v. Los Angeles USD
10. Gabriel D. v. Los Angeles USD
11. Desirey V. v. Los Angeles USD
12. Giuliana V. v. Los Angeles USD
13. Katelyn L. v. Los Angeles USD
14. Elizabeth L. v. Los Angeles USD
15. Brandon L. v. Los Angeles USD

FEBRUARY 18**2025**

2:30 p.m. Study Session: Introduction of Board Members

Responsibilities under the Head Start Act and Program Performance Standards

3:00 Board Meeting

Public Hearing: Disposal of Textbooks and Instructional Materials for Educational Programs School Sites**Rpt:** Preview of 2023-2A4 Annual Report of Performance Data for LACOE-Operated Educational Programs**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: Read Across America Day, March __, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: Anniversary of Boston Massacre and Death of Crispus Attucks, March __, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: International Day for the Elimination of Racial Discrimination, March __, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: Cesar Chavez Day, March __, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: Arts Education Month in California / Youth Arts Month, March 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: National Nutrition Month, March 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: National Social Work Month, March 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: National Women's History Month, March 2025**Rec:** Approval of Educational Programs 2024-25 Textbooks and Instructional Materials Disposal List**Rec/Public Hearing:** Adopt the Superintendent's Recommendation to Approve/Deny the Renewal Petition for Magnolia Science Academy-3, Grades 6-12 Pursuant to Education Code Section 47607**1/21/25**

<p>MARCH 4 2025 3:00 Board Meeting Rpt: Report on Policies Consent Rec/Bd. Res.: Adoption of Board Resolution No. __: to establish a week during the Month of April 2025 as Public Schools Month</p> <p>MARCH 11 3:00 Board Meeting Rec: Approval of First Reading of Policies Rec: Approval of Second Interim Report 2024-25 With Attached Staff Report (Enclosure)</p>	<p>MARCH 18 2025 3:00 Board Meeting Presentation: Visual and Performing Arts Presentation Consent Rec/Bd. Res.: Adoption of Board Resolution No. __: Declaring April as “Sexual Assault Awareness Month” and April ____, 2025 as “Denim Day” at the Los Angeles County Office of Education Consent Rec/Bd. Res.: Adoption of Board Resolution No. __: Dolores Huerta Day, April __, 2025 Consent Rec/Bd. Res.: Adoption of Board Resolution No. __: Armenian Genocide Remembrance Day, April __, 2025 Consent Rec/Bd. Res.: Adoption of Board Resolution No. __: National Child Abuse Prevention Month, April 2025 Consent Rec/Bd. Res.: Adoption of Board Resolution No. 40: Recognizing Earth Day as April __, 2025 Consent Rec: Adoption of Board Resolution No. __: National Arab American Heritage Month, April 2024 Rec: Approval of Second Reading and Adoption of Policies Rec: 2023-24 Annual Report of Performance Data for LACOE-Operated Educational Programs with Attached Staff Report Rec: 2024-25 Approval of Head Start/Early Head Start 2025-26 Consolidated Funding Application with Attached Staff Report</p>
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<p>APRIL 1 2025 3:00 Board Meeting</p> <p>APRIL 8 2:30 Board Audit Committee Meeting 3:00 Board Meeting Rpt: Williams Uniform Complaint Procedure Quarterly Report for Educational Programs, January 1 to March 31, 2025</p>	<p>APRIL 15 2025 3:00 Board Meeting Presentation: 2024-25 Los Angeles County Academic Decathlon Winners Rpt: Update on the Business Enhancement System Transformation (BEST) Project Consent Rec/Bd. Res.: Adoption of Board Resolution No. __ to recognize May __, 2025, as El Dia del Maestro, or Day of the Teacher, in Los Angeles County Consent Rec/Bd. Res.: Adoption of Board Resolution No. __ to recognize May ____, 2025 as Classified School Employees Week in Los Angeles County Consent Rec/Bd. Res.: Adoption of Board Resolution No. __: May Day, May __, 2025 Consent Rec: Adoption of Board Resolution No. __: to recognize May __, 2025, as National School Nurse Day Consent Rec: Adoption of Board Resolution No. __: to recognize May 2025, as National Foster Care Month Consent Rec: Adoption of Board Resolution No. __: Asian American and Pacific Islander Heritage Month, May 2025 Consent Rec: Adoption of Board Resolution No. __: to recognize May __, 2025 as Harvey Milk Day Consent Rec: Adoption of Board Resolution No. __: National Mental Health Month, May 2025 Consent Rec: Adoption of Board Consent Rec: Resolution No. __ to Recognize May as Jewish American Heritage Month Rpt: Approval of Head Start and Early Learning Division Budget Revision – Non-Federal Match Waiver Request with Attached Staff Report</p>
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<p>MAY 6 2025 3:00 Board Meeting Presentation: Day of the Teacher 2025</p>	<p>MAY 13 2025 2:30 p.m. Community Schools Initiative 3:00 Board Meeting Presentation: Recognition of Classified School Employees Week Presentation: Recognition of the 2025 Los Angeles County Spelling Bee Consent Rec: Approval of Los Angeles County Board of Education Institutional Memberships for the 2025-26 Fiscal Year</p> <p>MAY 20 3:00 Board Meeting Presentation: History Day Awards 2025 Presentation: Recognition of 2024-25 Science and Math Competition and Other Events Rpt: Local Control and Accountability Plan (LCAP) for Educational Programs Consent Rec: Adoption of Board Resolution No. __: LGBTQ Pride Month, June 2025 Consent Rec: Adoption of Board Resolution No. __: Immigrant Heritage Month, June 2025</p>
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<p>JUNE 3 2025 3:00 Board Meeting Rpt: Budget Report – Estimated Actuals Rpt: Report on Policies Consent Rec: Approval of Annual Distribution of United States Forest Reserve and Flood Control Funds Consent Rec: Adoption of Board Resolution No. __: Juneteenth, June 19, 2025 Consent Rec: Approval of Re-Issuance of Stale-Dated Warrants Rec: Adoption of Board Resolution No. __: Short-term Cash Loan to School Districts in Los Angeles County – BS Rec: Approval of the Los Angeles County Board of Education Schedule, 2025-2026, Establishment of meeting times, future agenda items, follow up</p> <p>JUNE 10 3:00 Board Meeting Public Hearing: Local Control and Accountability Plan (LCAP) Public Hearing: Public Hearing on the Annual Budget and Service Plans for the Los Angeles County Court Schools Special Education Local Plan Area (LAC Court Schools SELPA) Public Hearing: 2025-26 Proposed Budget Rpt: Los Angeles County Office of Education’s Proposed Budget 2025-26 (Enclosure) Rec: Approval of First Reading of Policies Rec: Annual Budget and Service Plans for the Los Angeles County Court Schools Special Education Local Plan Area (LAC Court Schools SELPA)</p>	<p>JUNE 17 2025 3:00 Board Meeting Presentation: Academic Bowl 2025 Rpt: LCFF Local Indicator Report Consent Rec: Adoption of Board Resolution No. __: 2025-26 on how funds received from the Education Protection act shall be spent as required by Article XIII, Section 36 of the California Constitution (EPA) – BS Rec: Approval of Second Reading and Adoption of Policies Rec: Adoption of Local Control Accountability Plan (LCAP) Rec: Adoption of 2025-26 Proposed Budget Rec: Los Angeles County Office of Education – County Office System of Support Annual Summary Report</p>
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Board Meeting – January 21, 2025

Item IX. Williams Legislation Complaint

A. Williams Legislation Complaint at Dorothy Kirby

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the County Superintendent and the County Board at a regularly scheduled meeting. (Education Code 35186(c); 5 CCR 4686)

Florence Avognon, will describe her Williams Legislation Complaint to the County Superintendent and Board.

Board Meeting – January 21, 2025

Item X. Interdistrict and Expulsion Appeal Hearings

- A. Los Angeles County Board of Education’s Decision on Interdistrict Attendance Appeals (Enclosures)

Final decisions on Interdistrict Attendance Appeals

On December 30, 2024, and January 2, 2025, the Administrative Hearing Consultant(s) heard the appeal(s). The consultant’s findings and recommendations were sent to the County Board of Education, along with the hearing folder, for review.

The Superintendent will provide legal counsel from the County Office of Education.

**Interdistrict
 Attendance Permit Appeal(s)**

Student's Name	Hearing Consultant	Grade	Represented by	Resident District	District Representative	Desired District
1. Justin B.	Dr. Andres Castro	10	Ms. Dawnelle Barcena, mother	<u>Paramount USD</u>	Dr. Linsey Gotanda, Deputy Superintendent, Pupil and Personnel Services	Downey USD
2. Rose B.	Dr. Andres Castro	4	Mrs. Natalie Barron and Mr. José Bernardino, parents	<u>Azusa USD</u>	Ms. Erin Kremer, Student Support Services and Special Ed Administrator	Glendora USD
3. Richard B.	Dr. Andres Castro	2	Mrs. Natalie Barron and Mr. José Bernardino, parents	<u>Azusa USD</u>	Ms. Erin Kremer, Student Support Services and Special Ed Administrator	Glendora USD
4. José B.	Dr. Andres Castro	1	Mrs. Natalie Barron and Mr. José Bernardino, parents	<u>Azusa USD</u>	Ms. Erin Kremer, Student Support Services and Special Ed Administrator	Glendora USD

Board Meeting – January 21, 2025

Item X. Hearings

B. Los Angeles County Board of Education’s Decision on Expulsion Appeals (Enclosures)

Final decision on Expulsion Appeals (Closed session)

On Thursday, December 12, 2024, the Administrative Hearing Panel heard Case Number 2425-0001 v. Los Angeles Unified School District. The panel’s findings and recommendations were sent to the County Board of Education, along with the hearing folder, for review.

The Superintendent will provide legal counsel from the County Office of Education.

Education Code Section 48919.5 authorizes Expulsion Appeals to be heard by an administrative hearing panel appointed by county boards of education.

Expulsion Appeal(s)

Student's Name	Hearing Consultant	Grade	Represented by	Resident District	District Representative
1. Case No. 2425-0001 ^	Dr. Sonya Smith	9	Ms. Claudia Melendez, mother; Mr. Eli Economou, Attorney	Los Angeles USD	Ms. Flora Chen, Specialist, Student Discipline and Expulsion Support; Ms. Kelly R. Barnes, Attorney, Office of General Counsel

^Interpreter Requested