



## Magnolia Public Schools

### Special Board Meeting

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#### **Date and Time**

Thursday July 13, 2017 at 6:10 PM

#### **Location**

MPS Home Office: 250 E. 1st St. Suite 1500 Los Angeles, CA 90012

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Access to the Board Meeting: Any interested parties or community members from remote locations may attend the meeting at the following school sites or the addresses where the Board members are joining the meeting from:

Call In- Dial: 1.844.572.5683 Code: 1948435

- MSA-2 17125 Victory Blvd. Lake Balboa, CA 91406
- MSA-3 1254 E. Helmick St. Carson, CA 90034
- MSA-4 11330 W. Graham Place Los Angeles, CA 90064 (Rabbi Haim Beliak)
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- MSA-SA 2840 W. 1st St. Santa Ana, CA 92703
- 1020 South Olive Street, 7th Floor Los Angeles, CA 90015 (Ms. Noel Unterbürger)
- 1363 Ridgecrest Rd Pinole CA 94564 (Mr. Serdar Orazov)
- 940 Steward Dr. Sunnyvale, CA 94085 (Dr. Umit Yapanel)
- 2736 Sandfiddler Rd. Virginia Beach, VA 23457 (Mr. Huynh Nguyen)

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the MPS central office. If you need special assistance to attend the meeting, please notify Barbara Torres at (213) 628-3634 x100 to make arrangements and accommodate your disability.

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 250 East 1st Street Ste 1500 Los Angeles, CA 90012.

#### **Board Members:**

Ms. Noel Russell- Unterburger, President  
Dr. Umit Yapanel, Secretary  
Mr. Serdar Orazov, Treasurer  
Dr. Saken Sherkhanov  
Dr. Salih Dikbas  
Dr. Remzi Oten  
Ms. Diane Gonzalez  
Mr. Nguyen Huynh  
Mr. Haim Beliak

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## Agenda

	Purpose	Presenter	Duration
<b>I. Opening Items</b>			
A. Call the Meeting to Order			
B. Record Attendance and Guests			
C. Pledge of Allegiance			1
D. Public Comments			20
E. Approval of Agenda	Vote		2
<b>II. Action Items</b>			
A. Update and Approval of 2017-18 MSA SD Budget	Vote	Caprice Young	15
B. Approve Contract with Williams Scotman to Acquire Modular Classrooms for MSA SD	Vote	Frank Gonzalez	10
C. Delegation of Authority to Hire An On Site Inspector of Record, Contract Not to Exceed \$140,00	Vote	Frank Gonzalez	10
D. Delegation of Authority to Negotiate Contract with General Contractor to Complete MSA SD Facility	Vote	Frank Gonzalez	10
E. Amendment to Contract with Silver Creek Industries to Construct Admin. and Multi Purpose Bldg.	Vote	Frank Gonzalez	10
F. Approval of Request for Proposal (RFP) ADA Projects at MSA-2	Vote	Steven Keskinturk	5
G. Approval of Food Vendor Selection for MSA 1,2,3,4,6, and 7 for 2017-18 school year	Vote	Suat Acar	5
H. Approval of Revisions to the Complaint Procedures	Vote	David Yilmaz	5
<b>III. Closing Items</b>			
A. Adjourn Meeting	Vote		

# Cover Sheet

## Update and Approval of 2017-18 MSA SD Budget

**Section:** II. Action Items  
**Item:** A. Update and Approval of 2017-18 MSA SD Budget  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II A 2017-18 MSA SD Updates Budget.pdf

Board Agenda Item #	Agenda # II A
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent
RE:	MSA San Diego School Construction Project Budget

Proposed Board Recommendation

I move that the Board approve the revised MSA San Diego construction budget forecast of \$7,888,501 based on the completion of the bidding, negotiation, legal review and investor approval of the major contracts.

Background

As of July 12, 2017, the forecast for completed project is \$7,871,869. This constitutes an increase of \$2,089,842 from the March 9, 2017 estimated budget of \$5,798,659. The March budget was established prior to the bidding of the major contracts and was based on an assumption of using one vendor to provide the complete school on a turnkey basis. The primary causes of the increase in price were the shift away from the turnkey strategy (couldn't do it) and the last minute change of vendor providing the 18 classrooms and restrooms due to Silver Creek not being able to provide those modular prior to the start of the school year. This required an increase in the cost of construction due to the compression of the schedule in order to complete all but the installation of the multipurpose gym by the start of school on September 5, 2017. Silver Creek has estimated that the multipurpose gym will be installed by January 8, 2018.

The forecasted project budget includes a five percent contingency in hard costs of \$345,202, as well as a ten percent contingency in soft costs of \$58,114. In addition, because we have shifted to purchasing refurbished modular classrooms, our bankers have required that we create a \$300,000 repair and refurbishment fund upon closing of the bonds and add to the fund at a rate of \$100,000 per year for three years. As the school spends down the account, there is no requirement that it be replenished and, while it exists, it may be used towards the calculation of coverage ratios.

The new forecasted budget funding source will be the bonds being issued through the CSFA and will bring us up to our \$25 million cap. This puts added pressure on the other two projects to come in at or below their budgeted levels. It also increases the cost of the school's ongoing operations due to the increase in debt service.

Because the construction schedule is extremely tight, we have budgeted \$20,000 towards the rental of space for the month of September in case the site is not ready. The staff is in the process of identifying locations for "swing space" from among colleges, communities of faith and private facilities. The principal also has been focused on flexible, exciting STEAM powered programs for the first month of school to attract and retain students.

Although more than 80% of this budget has now been expended or is based on firm bids, there continue to be risks related to schedule management with very tight windows by which the site preparation work must be completed to accommodate placement of the buildings. Fortunately, the DSA has been especially accommodating and responsive.

#### Budget Implications

Budget implications are addressed above.

#### How Does This Action Relate/Affect/Benefit All MSAs?

This project is only for MSA San Diego; however, as our flagship school in San Diego the success of this project reflects especially strongly upon other schools and major financial difficulties would negatively impact the Home Office budget.

#### Name of Staff Originator:

Caprice Young, CEO & Superintendent

#### Exhibits (attachments):

MSA San Diego Construction Project Budget Forecast (July 12, 2017)

**MSA San Diego  
Bond Project 2017**

<b>Budget Estimate Board Date 3-09-17</b>		<b>Revised Budget Estimate Board Date 7-13-17</b>	
<b>Soft Costs</b>		<b>Soft Costs</b>	
Environmental Assessment:	\$ 80,000	Environmental Assessment	\$ 15,119
Architecture and Engineering	\$ 156,508	Architecture and Engineering	\$ 156,508
Agency Fees	\$ 35,000	Architecture and Engineering (Change Order)	\$ 58,060
		Agency Fees	\$ 42,750
		Project Management (EFG)	\$ 81,000
		Inspector of Records (IOR)-Silver Creek	\$ 11,700
		Temporary Administrative Office	\$ 9,000
		Moving and Storage Costs	\$ 29,000
		Inspector of Records (IOR)- Site	\$ 140,000
		Swing Space	\$ 20,000
		Expediting	\$ 6,000
		Builders' Risk Insurance	\$ 12,000
Subtotal Soft Cost	\$ 271,508	Subtotal Soft Cost	\$ 581,137
Contingency @ 10%	\$ 27,151	Contingency @ 10%	\$ 58,114
<b>Total Soft Cost</b>	<b>\$ 298,659</b>	<b>Total Soft Cost</b>	<b>\$ 639,251</b>
<b>Hard Costs</b>		<b>Hard Costs</b>	
Site Improvement:	\$ 500,000	Abatement and Demolition	\$ 71,250
		Furniture	\$ 30,000
		Information Technology Infrastructure	\$ 114,440
		General Contractor	\$ 3,500,000
Silver Creek	\$ 4,500,000	Silver Creek (Admin Building and MPR)	\$ 1,972,440
		W. Scottsman	\$ 1,215,918
Subtotal Hard Cost	\$ 5,000,000	Subtotal Hard Cost	\$ 6,904,048
Contingency @ 10%	\$ 500,000	Contingency @ 5%	\$ 345,202
<b>Total Hard Cost</b>	<b>\$ 5,500,000</b>	<b>Total Hard Cost</b>	<b>\$ 7,249,250</b>
<b>Total Initial Estimate</b>	<b>\$ 5,798,659</b>	<b>Total Revised Estimate</b>	<b>\$ 7,888,501</b>

Notes:

Light blue items are committed or spent

For board approval 7/13/2017

This is the portion of the EFG contract committed to this project during 2016-17 and 2017-18

Negotiated Contract Pending For board approval 7/13/2017

To pay for space if construction runs late  
Transfer of lobbyist activity to construction project

Includes low voltage conduit  
Final Bid Pending For board approval 7/13/2017

Bid In For board approval 7/13/2017

Bid In For board approval 7/13/2017

These estimates preceded bidding and assumed that Silver Creek would work as a turn-key provider and GC.

\* \$300,000 included in bond for replacement and repairs

This is a fund created to support any site improvements related to upgrades needed over the next three years. As they are spent down they are not required to be replenished; however, another \$100,000 of net operating cash will be added to the fund annually on June 2018, 2019 and 2020, unless spent to upgrade or improve the overall campus.

\*Can we use MSA SD cash reserves for this so we don't hit \$25m CSFA Cap?

# Cover Sheet

## Approve Contract with Williams Scotman to Acquire Modular Classrooms for MSA SD

**Section:** II. Action Items  
**Item:** B. Approve Contract with Williams Scotman to Acquire Modular  
Classrooms for MSA SD  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II B Williams Scotsman Contract.pdf



Board Agenda Item #	Agenda # II B
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent Frank Gonzalez, Chief Growth Officer
RE:	Contract with Williams Scotsman to Acquire Modular Classrooms for MSA SD

Proposed Board Recommendation

I move that the board approve to negotiate and execute the contract with Williams Scotsman to acquire, deliver and install modular classrooms and restrooms for MSA San Diego at the DeAnza campus, consistent with the approval of legal counsel and the financiers.

Background

After Silver Creek Industries notified Magnolia Public Schools that the classrooms and restrooms would not be completed on time, staff sought bids for modular classrooms and restrooms from other vendors.

Magnolia received quotes from four vendors to deliver modular units for MSA San Diego. Initially the plan was to lease the classrooms and restrooms, however it was determined by Magnolia staff, after consultation with bond counsel and the bank, that the modular units needed to be purchased outright.

Williams Scotsman was selected for their experience, ability to deliver modular units on time, option to purchase the units, and competitive pricing. Due to the emergency nature of the need to procure these modular buildings in an expedited manner, a contract was negotiated with Williams Scotsman.

Reviewed and approved by Hal Block, Musick Peeler, as legal counsel to Magnolia.

Budget Implications

- The contract amount is \$1,215,918.33. The source of funding is the 2017 tax-exempt bond.
- CFO Review



How Does This Action Relate/Affect/Benefit All MSAs?

This action will allow MSA San Diego to have classrooms and bathrooms at the new site this upcoming school year.

Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

Exhibits (attachments):

- Magnolia Contract Williams Scotsman Redlined Version Attached-Final Version to be Circulated by noon on the 7.13.17
- Magnolia Proposal Williams Scotsman Modulars
- Williams Scotsman Conduit Only Installation-Reflected in the IT budget



An ALGECO SCOTSMAN Company

**SALES AGREEMENT  
For Single Or Multiple Unit(s)  
("USED" Equipment- With Warranty)**

<b>Full Legal Name of Buyer and Address:</b>			<b>Delivery Address:</b>			
<b>Phone #:</b>			<b>Fax #:</b>			
SERIAL #	SIZE/MODEL	EQUIPMENT PRICE	DELIVERY	SETUP	TAX	PURCHASE PRICE
<b>TOTAL PURCHASE PRICE: \$</b>						

Buyer shall pay, or shall reimburse Williams Scotsman for, any applicable taxes, licenses, titles, and fees related to the sale/installation of the Equipment. If Buyer is tax exempt, Buyer shall provide Williams Scotsman with a valid copy of Buyer's tax exempt certificate as determined by Williams Scotsman's Tax Department. Buyer remains responsible for the payment of any use tax, which Seller, as a contractor may be required to pay.

**EQUIPMENT DESCRIPTION:** \_\_\_\_\_  
 otherwise known as the ("Equipment")

**DELIVERY DATE** (approx.): \_\_\_\_\_ **WS Contract No.:** \_\_\_\_\_

**PAYMENT TERMS:** \_\_\_\_\_

This Sales Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore MD 21231 ("Seller") and \_\_\_\_\_ ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth on the following pages of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents".

The Addenda are as follows and are an integral part of this Agreement:

- Williams Scotsman Quotation

Although the Contract Documents are intended to be complementary, in the event of any conflict with respect to the scope of work, between the Agreement and the Williams Scotsman Quotation, the Williams Scotsman Quotation shall control.

## ADDITIONAL TERMS AND CONDITIONS

1. **ORDER & DELIVERY.** Seller will deliver to the location indicated in this Agreement the Equipment being purchased by Buyer. Upon delivery, Buyer agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by telefacsimile and in writing by regular mail addressed to Seller's address shown on Page (1) one of this Agreement within forty-eight (48) hours after receipt of the Equipment.

2. **BUYER'S SITE.** Buyer shall choose a firm level site accessible by truck to locate the Equipment. Buyer shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Buyer fails to provide such a site, then Buyer shall pay for any resulting additional delivery and installation charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Buyer.

3. **TITLE.** The parties expressly agree that title to the Equipment shall pass from Seller to Buyer only after Buyer has paid Seller the Total Purchase Price indicated in this Agreement. Buyer grants to Seller a security interest in the Equipment until such time as Seller has received the Total Purchase Price for the Equipment. Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment. Documents of title, if any, as available to Seller, related to the Equipment will be provided to Buyer thirty (30) days after the Total Purchase Price has been received by Seller. Otherwise, all licensing, titling and permits required and/or desired by Buyer and any costs affiliated with them are the responsibility of Buyer and are to be obtained at Buyer's cost.

4. **RISK OF LOSS; FURTHER LIABILITY.** Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. ~~To the extent permitted by law~~ **In addition**, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.

5. **PERFORMANCE; REMEDIES.** If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due, or fails to perform any other term or condition of this Agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement with respect to one or more units of Equipment or the entire Agreement, at Seller's sole option; (2) repossess any or all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; (3) ~~designate an attorney to appear for Buyer in any court of record and confess judgment against Buyer for the amount of any unpaid balance due on this Agreement with interest accrued hereon, as set out below, together with costs of suit and the sum of fifteen percent (15%) of such unpaid balance as attorneys' fees. Moreover, any~~ any balance due owed by Buyer on this Agreement not timely paid shall bear interest at the rate of one and ~~one half~~ seven percent (~~1½~~ 7%) per ~~month~~ annum or the maximum rate permitted by law, whichever is lower; (4) exercise any and all rights and remedies available at law or in equity.

6. **CONDITION OF EQUIPMENT/LIMITED WARRANTY:** The Equipment as described in this Agreement is being purchased in **USED** condition. Seller warrants for a period of sixty (60) days from the date of purchase that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs). **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

Buyer's Initials \_\_\_\_\_

7. **BUYER'S REMEDIES.** Buyer hereby agrees that its damages for Seller's uncured breach of this Agreement shall consist of the return to Buyer of a proportionate amount of the purchase price for the Equipment, out of funds paid by Buyer to Seller, as reasonably compensates Buyer for any uncured breach by Seller of this Agreement.

8. **FOR EXPORT SALES ONLY:** In the event the Equipment is to be exported from the Continental United States by Buyer, the following terms and conditions shall apply and will govern in the event of any conflict elsewhere in this Agreement:

- a. Payment shall be due in full prior to the Equipment being removed from the "Pier Delivery Location" shown in the Delivery Address on Page 1 of this Agreement.
- b. Upon delivery of the Equipment to the Pier Delivery Location, Buyer agrees to inspect and accept the Equipment. Buyer shall provide Seller with written acceptance of the Equipment prior to removing the Equipment from the Pier Delivery Location.
- c. All risk of loss or damage to the Equipment shall pass from Seller to Buyer upon delivery to the Pier Delivery Location.

d. The Equipment as described in this Agreement is being purchased in **USED** condition. The Equipment is being sold "**AS IS, WHERE IS,**" **WITHOUT ANY WARRANTIES WHATSOEVER EITHER EXPRESS OR IMPLIED.**

9. MISCELLANEOUS. (A) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be changed or amended only by a writing which is signed by a duly authorized representative of each party. (B) The terms of any documents submitted by Buyer (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Seller, its agents and employees. Acknowledgement by Seller of any Buyer supplied documents shall be for Buyer's billing purposes only. (C) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. ~~Buyer hereby consents to the jurisdiction of the courts of Baltimore City, Maryland for the enforcement of this Agreement.~~ Buyer hereby waives any and all rights to and/or claims of sovereign immunity. Each party hereby irrevocably waives any right it may have to a trial by jury. (D) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing has authority to bind the respective party to this Agreement. (E) Time is of the essence with respect to the performance of this Agreement. (F) Buyer shall not assign its right or obligations under this Agreement without the prior written consent of Seller. (G) Seller shall not be responsible for delays beyond its control. (H) Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. (I) If Buyer should require Equipment that meets certain local codes and/or ordinances, Buyer shall notify Seller at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Seller makes no representations as to the Equipment's compliance with any ~~federal, state, or local building codes~~, zoning ordinances, or other types of regulations or use codes. (J) Unless stated otherwise, Seller shall obtain/pay for the local transportation permits only. Buyer is responsible for obtaining and the cost of obtaining all other licenses, titles, permits, approvals, tests, inspections and fees. (K) All notices related to this Agreement shall be in writing and sent to the other party at its address stated herein. (L) The parties hereby covenant and agree that each party hereto may rely on a telefacsimile signature of the parties on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission of this Agreement and/or any Amendment hereto signed by the parties shall be deemed to be the original Agreement and Amendment for all purposes.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed, and delivered this Agreement on the date noted above and below.

ACCEPTED BY:  
BUYER: \_\_\_\_\_

SELLER: **WILLIAMS SCOTSMAN, INC.**

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
6753 Camino Maquiladora
San Diego, CA 92154-7529

Your Williams Scotsman Representative
Cory Purvis
Phone: (619)710-8468 Ext.
Fax: 619-710-8968
Email: capurvis@willscot.com
Toll Free: 800-782-1500

Contract Number:770672
Revision: 7
Date: June 28, 2017

Sale Quote Summary (Used Equipment) - Q#770672

Buyer: Magnolia Public Schools
Contact: Steve Vigil
Ship To Address: 6525 Estrella Avenue
SAN DIEGO, CA 92120 US

Product Descriptions

Table with 2 columns: QTY, PRODUCT. Rows: 18 CL4424, 2 TT4412

Pricing Summary - All Options (excluding taxes)

TOTAL CHARGES WITH ALL OPTIONS: \$1,215,918.33

Comments

Non Prevailing Wage Quote. At any time if this project is deemed prevailing wage installation cost related to labor are subject to change.



**Williams Scotsman, Inc.**  
 6753 Camino Maquiladora  
 San Diego, CA 92154-7529

**Your Williams Scotsman Representative**  
 Cory Purvis  
**Phone: (619)710-8468 Ext.**  
**Fax: 619-710-8968**  
**Email: capurvis@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:770672**  
**Revision: 7**  
**Date: June 28, 2017**

An ALGECO SCOTSMAN Company

**Sale Quote (Used Equipment)**

<b>Buyer:</b> Magnolia Public Schools 250 East 1st Street; Suite 1500 Los Angeles, California, 90012	<b>Contact:</b> Steve Vigil 250 East 1st Street, Suite 1500 Los angeles, CA, 90012 Phone: (718) 710-2567 Fax:  E-mail: steve@edfacgroup.org	<b>Ship To Address:</b> 6525 Estrella Avenue SAN DIEGO, CA, 92120  <b>Delivery Date(on or about):</b> <b>8/7/2017</b>
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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-09998	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



**Williams Scotsman, Inc.**  
 6753 Camino Maquiladora  
 San Diego, CA 92154-7529

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 Cory Purvis  
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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-21922	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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**Williams Scotsman, Inc.**  
 6753 Camino Maquiladora  
 San Diego, CA 92154-7529

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 Cory Purvis  
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Description and Pricing	Quantity	Price	Extended
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Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94





An ALGECO SCOTSMAN Company

**Williams Scotsman, Inc.**  
 6753 Camino Maquiladora  
 San Diego, CA 92154-7529

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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-14119	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



**Williams Scotsman, Inc.**  
 6753 Camino Maquiladora  
 San Diego, CA 92154-7529

**Your Williams Scotsman Representative**  
 Cory Purvis  
**Phone: (619)710-8468 Ext.**  
**Fax: 619-710-8968**  
**Email: capurvis@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number: 770672**  
**Revision: 7**  
**Date: June 28, 2017**

An ALGECO SCOTSMAN Company

**Sale Quote (Used Equipment)**

<b>Buyer:</b> Magnolia Public Schools 250 East 1st Street; Suite 1500 Los Angeles, California, 90012	<b>Contact:</b> Steve Vigil 250 East 1st Street, Suite 1500 Los angeles, CA, 90012 Phone: (718) 710-2567 Fax:  E-mail: steve@edfacgroup.org	<b>Ship To Address:</b> 6525 Estrella Avenue SAN DIEGO, CA, 92120  <b>Delivery Date(on or about):</b> <b>8/7/2017</b>
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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-64845	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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**Contract Number:770672**  
**Revision: 7**  
**Date: June 28, 2017**

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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-22352	1	\$47,898.97	\$47,898.97
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,060.91</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,060.91



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**Revision: 7**  
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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-22156	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-21644	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-62999	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-64957	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-65476	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94





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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-65558	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-65286	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-64864	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-64867	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-64877	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-65319	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x24 Classroom (40x24 Box)      Unit Number: CPX-64842	1	\$47,900.00	\$47,900.00
DSA RAMP	1	\$2,571.43	\$2,571.43
Ramp - Delivery & Setup	1	\$800.00	\$800.00
Block and Level	1	\$3,543.81	\$3,543.81
Delivery Freight	2	\$623.35	\$1,246.70
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$56,061.94</b>

Summary of Charges		
Model: CL4424	QUANTITY: 1	Total Charges for (1) Building(s): \$56,061.94



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Description and Pricing	Quantity	Price	Extended
44x12 Toilet Unit (40x12 Box)      Unit Number: SIL-08653	1	\$93,900.00	\$93,900.00
DSA RAMP	1	\$5,142.86	\$5,142.86
Ramp - Delivery & Setup	1	\$1,541.14	\$1,541.14
Block and Level	1	\$2,194.87	\$2,194.87
Delivery Freight	1	\$623.35	\$623.35
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$103,402.22</b>

Summary of Charges		
Model: TT4412	QUANTITY: 1	Total Charges for (1) Building(s): \$103,402.22





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An ALGECO SCOTSMAN Company

**Sale Quote (Used Equipment)**

<b>Buyer:</b> Magnolia Public Schools 250 East 1st Street; Suite 1500 Los Angeles, California, 90012	<b>Contact:</b> Steve Vigil 250 East 1st Street, Suite 1500 Los angeles, CA, 90012 Phone: (718) 710-2567 Fax:  E-mail: steve@edfacgroup.org	<b>Ship To Address:</b> 6525 Estrella Avenue SAN DIEGO, CA, 92120  <b>Delivery Date(on or about):</b> <b>8/7/2017</b>
---	--	--

Description and Pricing	Quantity	Price	Extended
44x12 Toilet Unit (40x12 Box)      Unit Number: SIL-08579	1	\$93,900.00	\$93,900.00
DSA RAMP	1	\$5,142.86	\$5,142.86
Ramp - Delivery & Setup	1	\$1,541.14	\$1,541.14
Block and Level	1	\$2,194.87	\$2,194.87
Delivery Freight	1	\$623.35	\$623.35
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$103,402.22</b>

Summary of Charges		
Model: TT4412	QUANTITY: 1	Total Charges for (1) Building(s): \$103,402.22



**Williams Scotsman, Inc.**  
 6753 Camino Maquiladora  
 San Diego, CA 92154-7529

**Your Williams Scotsman Representative**  
 Cory Purvis  
**Phone: (619)710-8468 Ext.**  
**Fax: 619-710-8968**  
**Email: capurvis@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number: 774779**  
**Revision: 2**  
**Date: July 12, 2017**

An ALGECO SCOTSMAN Company

**Amendment Quote**

<b>Customer:</b> 19487867 MAGNOLIA EDU AND RESEARCH FOUNDATION 250 East 1st Street; Suite 1500 Los Angeles, California, 90012	<b>Contact:</b>  , , Phone: Fax: E-mail:	<b>Ship To Address:</b> 6525 Estrella Avenue  SAN DIEGO, CA, 92120
---	---	---

Description and Pricing	Quantity	Price	Extended
Conduit Only Installation Install 16 conduit pathways per Classroom including 1 ceiling location to supply projector.	18	\$880.00	\$15,840.00
<b>Total Purchase Price Including Delivery &amp; Installation (if applicable)* :</b>			<b>\$15,840.00</b>



An ALGECO SCOTSMAN Company

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**Your Williams Scotsman Representative**  
Cory Purvis  
**Phone: (619)710-8468 Ext.**  
**Fax: 619-710-8968**  
**Email: capurvis@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number: 774779**  
**Revision: 2**  
**Date: July 12, 2017**



## Accessories

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*Steps & ramps*



*Skirting & tie downs*



*Door & window security*



*Property & liability programs*



*Appliances*



*Standard furniture*



*Premium office furniture*



*Temporary fencing*



*Technology solutions*



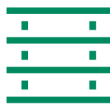
*HVAC Services*



*Holding tanks*



*Portable restrooms*



*Container shelving brackets*



*Container pipe racks*



*Container locks*



*Dumpster service*

# Cover Sheet

## Delegation of Authority to Hire An On Site Inspector of Record, Contract Not to Exceed \$140,00

**Section:** II. Action Items  
**Item:** C. Delegation of Authority to Hire An On Site Inspector of Record, Contract Not to Exceed \$140,00  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II C Inspector of Record.pdf



Board Agenda Item #	Agenda # II C
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent Frank Gonzalez, Chief Growth Officer
RE:	Delegation of authority to hire an on-site inspector of record

Proposed Board Recommendation

I move that the board delegate authority to the CEO to hire an Inspector of Record for MSA San Diego. The Inspector of Record will provide on-site services for MSA San Diego, with the understanding that the contract is not to exceed \$140,000.

Background

Magnolia Public Schools previously issued an open RFQ for IOR services and selected vendors to provide inspections services (for the MSA Santa Ana project). Those IOR companies that were prequalified by Magnolia staff were contacted but not available to take on this project.

All American Inspection Inc. has experience in the education field and has the capacity to take on this work. Due to the emergency nature of the need for this service due to the associated timeframe, an agreement was negotiated with All American Inspection Inc.

An Inspector of Record approved by DSA is needed for the project. They will provide all inspection services necessary to complete the project as well as liaise with assigned DSA staff, the general contractor and the Magnolia team.

Budget Implications

- The contract amount is not to exceed \$140,000. The source of funding is the 2017 tax-exempt bond.
- CFO Review

How Does This Action Relate/Affect/Benefit All MSAs?

This action will allow MSA San Diego to have an official Inspector of Record for the project which is mandated by DSA.

Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

Exhibits (attachments):

Magnolia Public Schools IOR On-site Services, All American Inspection Inc.



2647 Gateway Road, Suite #105-300, Carlsbad, CA 92009 - Ph (760) 683-5200  
AllAmericanInspectionInc.com

***PROPOSAL***  
***DSA INSPECTION SERVICES***

July 12, 2017

Magnolia Public Schools  
250 E. 1<sup>st</sup> Street, Suite #1500  
Los Angeles, CA 90012

Attention: Mr. Frank Gonzalez  
RE: On-Site DSA Inspector of Record Proposal  
Project: Magnolia Science Academy-San Diego, CA

I am respectfully submitting my proposal for On-Site inspection services relating to the above-mentioned project.

<b>DSA INSPECTOR OF RECORD SERVICE</b>	
<b>SITE: MAGNOLIA SCIENCE ACADEMY-SAN DIEGO</b>	
<b><u>Service</u></b>	<b><u>Inspection Rate</u></b> (8-hour minimum per day)
DSA – Inspector of Record	\$110.00 per hour
Estimated Schedule (provided by owner): July 17, 2017 through September 29, 2017 65 working days at 12 hours per day (6 days per week, M – S)	
<b>Total:</b>	<b>\$104,500.00*</b>

\*Work performed over 8 hours per day or on Saturdays will be invoiced at the hourly rate plus one-half. Sunday and Holidays will be invoiced at two times the hourly rate. Total price to be revised if work is performed other than the above stated schedule.

Respectfully Submitting,

Stacey Douglas

Accepted by: \_\_\_\_\_ Date: / /

# Cover Sheet

## Delegation of Authority to Negotiate Contract with General Contractor to Complete MSA SD Facility

**Section:** II. Action Items  
**Item:** D. Delegation of Authority to Negotiate Contract with General Contractor to Complete MSA SD Facility  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II D General Contractor.pdf



Board Agenda Item #	Agenda # II D
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent Frank Gonzalez, Chief Growth Officer
RE:	Delegation of authority to negotiate contract with General Contractor for MSA San Diego facility

Proposed Board Recommendation

I move that the board delegate authority to the CEO to negotiate and execute a contract with a General Contractor to complete the site work for the MSA San Diego facility per the approved plans.

The contract shall be on form AIA 102, which is the standard form of agreement between Owner and Contractor where the basis of payment is the cost of the work plus a fee with a guaranteed maximum price, known as a Cost Plus Contract with a Guaranteed Maximum Price.

The contract will be consistent with the review and approval of legal counsel and the financiers.

Background

Magnolia staff communicated with a group of general contractors, some of which had previously responded to a school district RFQ for GC services. The project was discussed with additional contractors that were recommended by the bank and the architect. Due to multiple factors, including timing, capacity, experience and pricing, two contractors were chosen to exclusively negotiate with Magnolia.

NexGen Building Group was selected as the preferred general contractor due to their experience, ability to deliver the project on a compressed timeframe and capacity to work with the team on an aggressive schedule. Due to the emergency nature of the need to procure a general contractor in an expedited manner, a contract is being negotiated and finalized with NexGen Building Group. Please see the attached Pre-Qualification letter from SDUSD for NexGen Building Group. The GC came highly recommended by SDUSD facilities personnel.

The contract is in the final stages of negotiations.

- Currently the current contract amount is \$2,854,352 and includes Demolition, Earthwork, Site Utilities, Electrical and pad compaction.



- Moving forward, an additional \$150,000 will be required for the building pad for the administration building and AC paving for the classrooms and restrooms. This will allow the modular classrooms, restrooms and administration building to be installed.
- Once the architect and engineering team revises, submits and receives approval of the plans from DSA, a complete cost proposal for the remaining work will be prepare and submitted.
- It is anticipated that, pending DSA approval, the total contract amount shall not exceed the amount indicated for the General Contractor in the development budget.

#### Budget Implications

- The source of funding is the 2017 tax-exempt bond.
- CFO Review

#### How Does This Action Relate/Affect/Benefit All MSAs?

This action will allow MSA San Diego to issue a Notice to Proceed to a general contractor so that site work can commence.

#### Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

#### Exhibits (attachments):

NexGen Magnolia Proposal

Magnolia Draft Schedule of Values (SOV)

NexGen Magnolia Short Interval

NexGen Building Group pre-qual approval letter

NexGen Surety Bond Letter

NexGen Building Group General Info



# Proposal

Nexgen Building Group  
 2810 Via Orange Way, Suite C.  
 Spring Valley, CA 91978  
 Phone: (619) 670-4466 Fax: (619) 670-4411

DATE: 7/7/2017

Attention: Frank Gonzalez  
 Magnolia Public School

Project Name / Subject:  
 Magnolia Science Academy

Scope of Work	Amount
<b>Base Bid</b>	<b>\$2,854,352</b>
<p>Magnolia Science Academy - Furnish all labor, materials, equipment necessary to complete scope as identified below and per provided plans and specifications dated June 7, 2017:</p> <p><b>Demolition and Earthwork</b> to include all scope identified in contract docs and per site inspections including removal of existing ac paving, concrete, foundations, utilities, etc.; site clearing and earthwork in accordance with contract documents and Geotechnical Report dated November 18, 2016 <i>including removal/export and replacement/import at all building and exterior surface improvement areas as necessary and import of Class II base.</i></p> <p><b>Site Utilities</b> to include all scope identified including domestic water, sewer, storm drain systems, on/off site fire service, gas; associated trenching, excavation, backfill, bedding, traffic control, encroachment permit procurement, traffic control plan, trench plates, coordination and backfill for SDG&amp;E installer, etc.</p> <p><b>Electrical</b> to include all site preparation and underground work per E-001 thru E-003, EF-004, ET-002 dated 5/22/217 and in accordance with Division 26 specifications with exception to E-003 where conduit will stop short of the 1200 amp MSB (see clarifications below).</p>	
<b>Alternate #1</b>	<b>\$2.72/sq. ft.</b>
<p><b>AC Paving</b> - We were unable to complete cost effective pricing for ac paving given the timeframes and/or knowledge of the intent to include in incremental proposal as of 7/6/2017. We would like to propose incorporating this into the remainder of negotiated contract based on sequencing of the work and the ability to address in a cost effective manner. We have included a unit price for your reference and use based on 3" of ac paving over compacted subgrade.</p>	
<b>Subtotal - Base Bid + Alternates</b>	<b>\$2,854,352</b>
<b>General Requirements, General Conditions, Insurance, OH&amp;P,</b>	<b>Included</b>
<p>Includes Gen. Liability Insurance, Bonds, Supervision, Overhead &amp; Profit, etc.          Includes all related general requirements and related scope including site trailers, protection, safety, temporary water and power, traffic control, surveying (to include all scope, building placement, site work, etc.), swppp/bmp implementation, underground utility locating.</p>	
<b>Clarifications :</b>	
See attached Proposal / Scope Clarifications	
<b>Total:</b>	<b>\$2,854,352</b>
<b>Prepared by: Nexgen Building Group Lic #1017258</b>	



July 7, 2017

RE: Magnolia Science Academy – Proposal / Scope Clarifications

As indicated on proposal, proposal and/or scope clarifications are included below for your reference:

- Proposal based on a 7/10/17 start proceeding thru 8/12/17 to support tentative modular delivery install; Includes associated overtime based on 6 day work weeks and 12 hour days.
- Demo, grading and underground utilities to be coordinated to allow for simultaneous performance to support schedule. Earthwork includes removal and replacement as identified in soils report.
- Includes allowance for necessary irrigation re-route and/or stub outs necessary to support underground phase and future irrigation.  
Electrical trenching/backfill is to be slurry encased to support schedule and durations.
- Electrical termination @ vault short of 1200 amp msb due to equipment lead time issues and SDG&E coordination as previously discussed; temporary power to be addressed as necessary and in most cost effective manner. As discussed in field, generator and/or 24 hour use may pose noise issue along with cost impact. Alternatives, temp equipment along with fire watch to be collaboratively addressed in the best interest of project and Magnolia Public Schools.
- Limited NTP to be considered and necessary to support immediate pre-construction concerns driving start of work i.e. submittal documentation, soils testing, equipment mobilization, SWPPP requirements, etc.
- Pre-construction documentation, construction documentation, submittals, RFI's, field change directives, inspections procedures, etc. are to be expedited and addressed collaboratively as typical turn around times and procedures will not support schedule. Inspections to address sections of underground utilities to support simultaneous install and grading procedures.
- Proposal, estimates and sequencing/schedule compliance does not include unforeseen conditions; testing; independent and/or 3<sup>rd</sup> party inspections; permits; design and/or engineering; work other than that addressed; hazardous material abatement; delays due to various and/or related authorities / AHJ's.
- Prevailing wages not included or applicable.
- Proposal based on mutually agreeable contract.

Please feel free to contact us with any questions or concerns.

Thank you,

Josh Kueber, President

Nexgen Building Group, Inc.

**CONTINUATION SHEET**

AIA Document G703 (Instruction on Reverse Side) Page

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

**APPLICATION NUMBER:**

Contractor's signed Certification is attached.

**APPLICATION DATE:**

In tabulations below, amounts are stated to the nearest dollar.

**PERIOD TO:**

Use Column I on Contracts where variable retainage for line items may apply

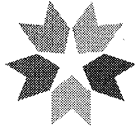
	B	C	D	E	F	G		H
ACTIVITY ITEM NO.	DESCRIPTION OF WORK	SCHEDULE OF VALUE	WORK COMPLETED FROM PREV APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN)	TOTAL COMPLETED AND STORED TO DATE	% (G DIV BY C)	BALANCE TO FINISH
1	Bonds & Insurance	\$54,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 54,000.00
2	Supervision/Project Management/Engineering	\$53,552.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 53,552.00
3	Misc. Labor & Materials	\$34,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 34,000.00
4	Temp Facilities	\$55,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 55,000.00
5	Construction Schedule / Documentation	\$7,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 7,000.00
6	BMP's and Street Sweeping	\$30,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 30,000.00
7	Landscape/Irrigation Repair & Prep	\$17,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 17,000.00
8	Surveying	\$32,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 32,000.00
9	Mobilization	\$25,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 25,000.00
10	Demo & Earthwork	\$1,128,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 1,128,000.00
11	Site Utilities	\$959,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 959,000.00
12	Electrical	\$444,800.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 444,800.00
13	Demobilization	\$15,000.00	\$ -	\$ -	\$ -	\$ -	0.000000%	\$ 15,000.00
<b>TOTAL OF CONTRACT</b>		<b>\$ 2,854,352.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.000000%</b>	<b>\$ 2,854,352.00</b>
<b>CHANGE ORDERS</b>								
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<b>TOTAL OF CHANGE ORDERS</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
<b>GRAND TOTAL</b>		<b>\$ 2,854,352.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 2,854,352.00</b>

**Magnolia Science Academy**  
**CONTRACTOR'S SHORT INTERVAL SCHEDULE**

Project No.  
 Contractor: Nexgen

Prepared By: Josh Kueber  
 Period 7/10/17 to 7/30/17  
 Critical Path 7/10/17 to 8/12/17

Test or Inspection	Description	Week This Week							1st Week							2nd Week							Comments:	
		Date	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		30
		Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		S
	Mobilization	X	X	X																				
	Temp Facilities		X	X	X																			
	SWPP/BMP's		X	X	X																			
	UG Markout / Surveying		X	X	X	X																		
	Site Demo		X	X	X	X	X		X	X														
	Earthwork		X	X	X	X			X	X	X	X	X	X		X	X	X	X	X	X		Continue thru 8/12	
	Site Electrical								X	X	X	X	X	X		X	X	X	X	X	X		Continue thru 8/12	
	Site Utilties									X	X	X	X		X	X	X	X	X	X			Continue thru 8/12	
Remarks:	Scope identified to continue thru 8/12 is sequenced to allow for follow on / simultaneous scope and prioritize areas subject to modular foundations and placement.																							



**San Diego Unified**  
SCHOOL DISTRICT

**Kim Abrams, CPPB**  
Contracts Administration Supervisor  
Strategic Sourcing and Contracts Department  
P - 858-522-5830  
F - 858-522-5885  
kabrams@sandi.net

February 9, 2017

Josh Kueber  
Nexgen Building Group, Inc.  
2810 Via Orange Way, Suite C  
Spring Valley, CA 91978

Via Email  
josh@nexgenbuilding.com

Dear Mr. Kueber:

**Subject: San Diego Unified School District Pre-qualification as a Prime Contractor**

Your application for pre-qualification with the San Diego Unified School District has been approved.

Your pre-qualification allows:

- Bidding as a prime contractor on projects with an estimated project value of \$1,000,000 through \$9,999,999 (reviewed financials provided).
- Bidding as a subcontractor on any size project

Your firm's name will be added to the Pre-qualified Contractors list made available on our website at <https://www.sandiegounified.org/contractor-prequalification>.

Your pre-qualification lasts for one calendar year and will expire on February 9, 2018, subject to changes in the information provided at the time of your submission. Should there be any changes during the year to your firm's initially submitted information or violations of the terms prescribed in the Pre-qualification Questionnaire, you must inform the Construction Contracts office immediately, and an assessment will be made at that time.

Please re-apply several weeks ahead of your expiration date to maintain continuous pre-qualification status.

If you have any questions, please call me at (858) 522-5830.

Sincerely,

Kim Abrams, CPPB  
Contracts Administration Supervisor, Construction

KA/gb



# THE GUARANTEE COMPANY OF NORTH AMERICA USA

6303 Owensmouth Avenue  
10th Floor  
Woodland Hills, CA 91367-2262  
Tel 866-328-0567 ext. 6220  
Fax 818-936-3014  
[www.gcna.com](http://www.gcna.com)

January 17, 2017

Re: Letter of Surety Credit Prequalification for **Nexgen Building Group, Inc.**

To Whom It May Concern,

As surety for Nexgen Building Group, Inc., I am pleased to recommend this organization and the exceptional abilities it brings to the construction marketplace.

The Guarantee Company of North America USA (GCNA) provides the surety support requested by Nexgen Building Group, Inc. GCNA will approve surety bonds for Nexgen Building Group, Inc. for single size jobs in excess of \$15,000,000 with an aggregate program of \$20,000,000+.

GCNA is an admitted surety (approved by California Department of Insurance). GCNA is rated A, VIII (Excellent) by A.M. Best and is an approved surety for Federal bonds under Title 31 of the United States Code per U.S. Treasury Department Circular 570.

We have capacity available and are prepared to provide a surety bond to support their projects, subject to acceptance of the contract terms and conditions.

This letter is an offer as an indication of our past experience and confidence in this firm. Any specific request for bonds is a matter between Nexgen Building Group, Inc. and ourselves, and we assume no liability to third parties if, for any reason, we do not execute said bond(s).

Please accept our judgment that Nexgen Building Group, Inc. is well qualified to provide the necessary financial, technical, and management resources to satisfy your project's construction requirements.

Sincerely,

Margie Wager, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On JAN 17 2017 before me, Gregory P. Minium, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Margie Wager

Name(s) of Signer(s)

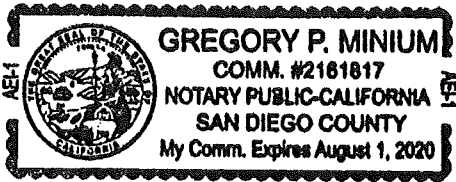
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_





THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Margie Wager
SBS Bonds & Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority.

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

Stephen C. Ruschak, Vice President

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 17th day of January, 2012

[Signature of Randall Musselman]

Randall Musselman, Secretary



Business Name: Nexgen Building Group, Inc. (S Corporation)

Address: 2810 Via Orange Way, Suite C.  
Spring Valley, CA 91978

Phone: (619) 670-4466

Fax: (619)- 670-4411

Tax ID (EIN): 81-3505591

Corporate Officers: Josh Kueber – President/CFO; Gerald A. Miller – Secretary; Carol A. Rauscher – Officer; Steven Michael Rauscher –RMO/Officer

Contractors Lic. No.: 1017258

2017 PWC Reg. No.: 1000042183

# Cover Sheet

## Amendment to Contract with Silver Creek Industries to Construct Admin. and Multi Purpose Bldg.

**Section:** II. Action Items  
**Item:** E. Amendment to Contract with Silver Creek Industries to Construct Admin. and Multi Purpose Bldg.  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II E Silver Creek Amendment.pdf



Board Agenda Item #	Agenda # II E
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Caprice Young, Ed.D., CEO & Superintendent Frank Gonzalez, Chief Growth Officer
RE:	Delegation of authority to contract with Silver Creek Industries to construct admin and multi-purpose bldg

Proposed Board Recommendation

I move that the board approve the contract with Silver Creek Industries to construct, deliver and install administrative and multi-purpose buildings for the MSA San Diego facility on the DeAnza campus.

Background

This is an update to a previously board approved contract. Silver Creek’s scope of work has been decreased due to their inability to deliver the classroom and restroom buildings on time. Under the new contract agreement Silver Creek will only deliver the administrative and multi-purpose buildings.

Reviewed and approved by Hal Block, Musick Peeler, legal counsel, on behalf of Magnolia.  
Reviewed and approved by Rob Hartman, Hartman Consulting, on behalf of Hamlin Bank.

Budget Implications

- The contract amount is \$1,972,440. The source of funding is the 2017 tax-exempt bond.
- CFO Review

How Does This Action Relate/Affect/Benefit All MSAs?

This action will allow MSA San Diego to construct the administrative building and multi-purpose room for the DeAnza campus.

Name of Staff Originator:

Frank Gonzalez, Chief Growth Officer

Exhibits (attachments):

- Magnolia Public Schools Agreement
- Silver Creek Order-Change Order (Deductive)
- Magnolia Science Academy Updated Proposal
- MSA San Diego Admin Schedule SilverCreek
- MSA San Diego MPR Schedule SilverCreek

## **AGREEMENT**

**THIS AGREEMENT**, entered into this 8th day in May, 2017 in the County of Los Angeles of the State of California, by and between Magnolia Public Schools hereinafter called the “SCHOOLS”, and Silver Creek Industries, Inc., hereinafter called the “CONTRACTOR” (the aforementioned parties shall collectively be referred to as the “Parties”).

**WITNESSETH** that the SCHOOLS and the CONTRACTOR for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Purchase of Department of State Architects (DSA) Approved Portable Buildings in general conformance with the Chula Vista Elementary School District Piggyback Bid No. 14/15-3. The CONTRACTOR shall be liable to the SCHOOLS for any damages directly related to CONTRACTOR’S obligation under the contract documents. CONTRACTOR shall not be excused from performance of this agreement by an act or omission of the Architect, Engineer, Inspector, Department of State Architects (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the SCHOOLS office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** Time is of the essence with respect to completion of the Project. The Contract requires the exact and full performance of the Work by the CONTRACTOR. The SCHOOLS shall provide notice to the CONTRACTOR specifying the date upon which the CONTRACTOR is to commence the work (“Notice to Proceed”).

In the event that the SCHOOLS desires to postpone giving the notice to proceed beyond a ninety (90) day period from date of award, the SCHOOLS shall provide CONTRACTOR with written notice of it’s intent to postpone the date of commencement of the project.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the SCHOOLS within ten (10) days after receipt by the CONTRACTOR of the SCHOOLS’s notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the SCHOOLS, the SCHOOLS shall only be obligated to pay the CONTRACTOR for

the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the SCHOOLS shall have the authority to award the contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the SCHOOLS the sum of five hundred (\$500.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the SCHOOLS may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the SCHOOLS from the recovery of damages under provisions of the contract documents.

**ARTICLE 4 - CONTRACT PRICE:** The SCHOOLS shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of FOUR MILLION TWOHUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND NO/100 (\$4,286,754.00), said sum being the total amount stipulated in the proposal for **Manufacturing (SCI Sales Proposal "Attachment A")**. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the SCHOOLS, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the SCHOOLS and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS/ INDEMNITY:** CONTRACTOR shall defend, indemnify and hold harmless the SCHOOLS, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereinafter the "INDEMNITIES," from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind result from any act, omission, or breach by CONTRACTOR in CONTRACTOR'S performance of the Work under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, INDEMNITIES from any legal action including attorney's fees or other proceeding based upon such act, omission, breach by CONTRACTOR in CONTRACTOR'S performance of the Work

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless the INDEMNITEES from every claim or demand made, and every

liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the INDEMNITEES.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the SCHOOLS, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off SCHOOLS property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the SCHOOLS.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/suppliers/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the SCHOOLS, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the SCHOOLS, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

In any dispute between the Parties, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs incurred in such dispute, including, without limitation, reasonable attorneys' fees.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted

correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract consists of the following Contract Documents as part of the Piggyback contract (Bid No. 14/15-3- Provide and Install HCD Approved Portable Buildings) awarded by the Chula Vista Elementary School District, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Designation of Subcontractors
- Non-Collusion Affidavit
- Substitution Request Form
- Contractor's Certificate Regarding Worker's Compensation
- Acknowledgment of Bidding Practices Regarding Indemnity Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Insurance Documents and Endorsements
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol and Tobacco
- Contractor's Certification Regarding Background Checks
- General Conditions
- Supplementary and Special Conditions
- All Addenda as Issued
- Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all, but if there is a conflict between documents (ie. Piggy back versus this Agreement) then the Agreement takes precedence.

**ARTICLE 8 - PREVAILING WAGES:** Contractor warrants that, if regulations governing prevailing wages as contained in California Labor Code Section 1720 et seq. governs this Project then wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the SCHOOLS and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.



1. Division 2, Part 7, Chapter 1 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7, records of both the SCHOOLS and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The CONTRACTOR must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the above named parties, on the day and year first above written.

MAGNOLIA PUBLIC SCHOOLS

CONTRACTOR:

By: \_\_\_\_\_

Silver Creek Industries, Inc.  
 Typed or Printed Name

By: \_\_\_\_\_

President  
 Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Brett Bashaw  
 Type or Printed Name

**(CORPORATE SEAL)**

# Change Order

Distribution to: \_\_\_\_\_ Owner  
 \_\_\_\_\_ Architect  
 \_\_\_\_\_ Contractor  
 \_\_\_\_\_ Field

Project: 10976 / MAGNOLIA SCIENCE ACADEMY  
 (name and address) 6525 ESTRELLA AVENUE  
 SAN DIEGO, CA 92120

Change order number: OCO-1  
 Initiation date: 07/05/17  
 Architect's project no:

To: Silver Creek Industries Inc  
 (contractor) 2830 Barrett Avenue  
 Perris, CA 92571

Contract for: MAGNOLIA SCIENCE ACADEMY  
 Contract date: 05/08/17

You are directed to make the following changes in this Contract:

Per customer's request to omit the 120x40 Modular Building for Boys and Girls Locker Room, Library, Intervention, Computer, and Teacher's Lounge, 24x40 Art Classroom, 24x40 Rest Room Building, (6) 24x40 Science and Math Classroom Buildings and (6) 24x40 History and English Classrooms and move forward with the 70x32 Administration Building and 94x60 Multipurpose Building installed separately and to include the revisions made thru the submittals and C.C.D.

Delete current PO #106003339	\$-(4,286,754.00)
Administration Building	675,327.00
Administration Building Canopy Credit	-(26,595.00)
Multipurpose Building	1,259,324.00
Added HVAC Units for Multipurpose Building (due to Occupancy Change)	108,751.00
Multipurpose Building Canopy Credit	<u>-(44,367.00)</u>
<b>Change Order Total</b>	<b><u>\$(2,314,314.00)</u></b>

*Not valid until signed by the Owner, the Architect, and the Contractor.*

The original (Contract Sum) (Guaranteed Maximum Price) was	\$4,286,754.00
Net change by previously authorized Change Orders	\$0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$4,286,754.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$-2,314,314.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$1,972,440.00
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days	
The date of Substantial Completion as of the date of this change order therefore is _____.	

Architect  
Westberg + White Architects

Contractor  
Silver Creek Industries Inc  
2830 Barrett Avenue  
Perris, CA 92571

Owner  
MAGNOLIA PUBLIC SCHOOLS

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_



Building for the Next Generation

May 2, 2017  
Updated July 5, 2017

Dr. Caprice Young  
Superintendent & CEO  
Magnolia Public Schools  
250 E. 1st Street, Suite 1500  
Los Angeles, CA 90012

- RE: **Updated Proposal for Magnolia Science Academy to include the following buildings:**
- a) ~~(5) 24x40 for Boys and Girls Locker Rm, Library, Intervention, Computer, and Teacher's Lounge;~~
  - b) **(1) 84x60 Multipurpose Building**
  - c) ~~(1) 24x40 Art Building~~
  - d) ~~(1) 24x40 Restroom Building~~
  - e) ~~(6) 24x40 (3) Science Classrooms and (3) Math Classrooms~~
  - f) **(1) 70x32 Administration Building**
  - g) ~~(6) 24x40 (3) History Classrooms and (3) English Classrooms~~

Dear Dr. Young:

Thank you for the opportunity to provide an updated proposal for the above referenced buildings for Magnolia Science Academy. Silver Creek Industries (SCI) has been awarded a contract with Chula Vista Unified School District which allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on SCI PC drawings #04-113886, #04-114057, 2013 CBC, floor plans provided by Westberg+White Architects, and appendices A & B attached hereto.

Per your request to move forward with the Administration and Multipurpose buildings only, this change omits the classroom buildings and restroom buildings included in previous proposal. This change also includes the Administration building and Multipurpose building to be installed on separate dates, as well as revisions made throughout the engineering, submittals, and CCD process.

<b>TOTAL FOR ALL BUILDINGS – Purchase Order # 106003339.....</b>	<b>(\$4,286,754.00)</b>
<b>Administration Building.....</b>	<b>\$ 675,327.00</b>
<b>Administration Building Canopy Credit.....</b>	<b>(\$ 26,595.00)</b>
<b>Multipurpose Building.....</b>	<b>\$1,259,324.00</b>
<b>Multipurpose Building Additional HVAC Units due to Occupancy Change.....</b>	<b>\$ 108,751.00</b>
<b>Multipurpose Building Canopy Credit.....</b>	<b>(\$ 44,367.00)</b>
<b>DEDUCTIVE CHANGE ORDER TOTAL - Purchase Order #106003339.....</b>	<b>(\$2,314,314.00)</b>

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2013 CBC, Installation and Completion will be negotiated upon notice of award.

Payment schedule:

Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

**Important Note:** The actual dates may vary based upon the District's Architect receipt of DSA approval for the Building and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.

Due to the potential for significant price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.

**(1) 70'X32' ADMINISTRATION BUILDING INCLUDES:**

Base Building Price (70'x32')

Delivery w/o any Obstructions – separate from Multipurpose building delivery

Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others) – separate from Multipurpose building installation approx.. \$14,850.

Weld Plates (FOB Gate)

Crane – separate from craning for Multipurpose building approx.. \$ 6,650.

Wood Floor w/ 150# Load

Flooring as indicated on architect floor plans

Walk off mats at carpeted entries

.45 Mil TPO Roofing w/Single Slope

48-inch Self Leveling Parapet

Scuppers & Downspouts

Cementitious Exterior Walls w/Metal Reveals – end walls to be done on site

9'0" Grid Ceiling w/755B Tiles

Hardlid Ceiling in Restrooms

Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up

2x4 Interior Walls

Tile Walls in Restrooms

2x4 LED Troffer

Three-Phase Roof Mount Electric HVAC Units

Mini Split System for MDF Room approx.. \$ 5,340.

Three-Phase 200amp Load Center Electrical Panel

(10) Data Stubbed Above Ceiling

(6) GFI Outlets

(1) Dedicated Circuit for Future Xerox Machine (Xerox Machine by others)

(4) Dedicated Circuits for Future Equipment (Equipment by others) approx. \$ 657.

Gutter Box to Run Conduit from MDF for all buildings

Casework per architect drawings (plastic laminate)

HM Exterior Doors w/Welded Frames

Wood Interior Doors – Legacy

Standard SCI Door Hardware

Windows per architect floor plans – Clear Anodized Dual Glazed Low E

Blocking only for MDF Cabinet (MDF cabinet by others)

Blocking in Work Room for multiple shelves (shelves by others) approx. \$ 819.

Unisex Restroom

Women's Restroom

Men's Restroom

<b>Metal Toilet Partitions</b>	
<b>20-Gallon Electric Water Heater</b>	approx.. \$ 223.
<b>Flush Valve Wall Mounted Toilets</b>	
<b>Grab Bars &amp; Mirrors</b>	
<b>Exhaust Fans in Restrooms</b>	
<b>Stainless Steel Sink (SL-2125-A-GR w/JGN-4 Bar Sink Faucet) in Kitchenette</b>	approx.. \$ 1,432.
<b>Stainless Steel Sink (SK-ADA-17519-A-GR w/J-1174-KS Faucet) in Office and Nurse's Room</b>	approx. \$ 2,398.
<b>Insta-Hot at Office Sink</b>	
<b>Plumbing Manifold</b>	
<b>Wall Hung Fire Extinguishers</b>	
<b>Fire Sprinklers</b>	
<b>Engineering and Design</b>	approx. \$ 29,075.
<b>Contract and Project Supervision - (separate from Multipurpose building)</b>	

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**(1) 84'X60' MULTIPURPOSE BUILDING INCLUDES:**

<b>Base Building Price (84'x60')</b>	
<b>Delivery w/o any Obstructions – separate from Administration building delivery</b>	
<b>Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others) – separate from Administration building installation</b>	approx. \$ 43,394.
<b>Weld Plates (FOB Gate)</b>	
<b>Crane – separate from craning for Administration building</b>	approx. \$ 7,301.
<b>150# Lightweight Concrete Floor</b>	
<b>VCT flooring in Open Area, Janitor Room, and Fire Riser Room</b>	
<b>Tile Flooring in Restrooms</b>	
<b>Epoxy Coated Flooring in Kitchen and Locker Room</b>	approx. \$ 27,389.
<b>.45 Mil TPO Roofing w/Dual Slope</b>	
<b>48-inch Self Leveling Parapet</b>	
<b>Scuppers &amp; Downspouts</b>	
<b>Cementitious Exterior Walls w/Metal Reveals – end walls to be done on site</b>	
<b>Casework per architect drawings (plastic laminate)</b>	
<b>HM Exterior Doors w/Welded Frames</b>	
<b>Two Sets of Exterior Double Doors</b>	
<b>Wood Interior Doors – Legacy</b>	
<b>Standard SCI Door Hardware</b>	
<b>Windows per architect floor plans – Clear Anodized Dual Glazed Low E</b>	
<b>3040 Service Windows w/SS Shelf</b>	
<b>Fly Fans over 3040 Service Windows</b>	
<b>Folding Partition Wall w/Soffit</b>	
<b>8'6" Grid Ceiling w/2910 Tiles in Kitchen, Locker Room, Janitor Room, and Fire Riser Room</b>	
<b>Exposed 10' Ceiling w/Tectum at Multipurpose Area</b>	
<b>Hardlid Ceiling in Restroom</b>	
<b>Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up</b>	
<b>FRP Walls in Kitchen</b>	
<b>Tile Walls in Restroom</b>	
<b>2x4 LED Troffer at Kitchen, Locker Room, Janitor Room, Restrooms, and Fire Riser Room</b>	
<b>Oracle Pendant Lighting at Open Multipurpose Area</b>	approx. 58,055.
<b>Three-Phase 200amp Load Center Electrical Panel</b>	
<b>Three-Phase 600amp Load Center Electrical Panel</b>	
<b>(2) Floor Mounted J-Box w/Duplex Receptacles &amp; Data</b>	approx. \$ 1,529.

**(4) Data Stubbed Above Ceiling**
**GFI Outlets (11)**

**Duplex Receptacles (7) – (no kitchen equipment was provided – if additional electrical requirements are needed due to kitchen equipment these will be at additional cost)** approx. \$ 425.

**Blocking only for IDF Cabinet (IDF Cabinet not included)** approx. \$ 126.

**Blocking only for lockers (Lockers not included)** approx. \$ 204.

**Three-Phase Roof Mount Electric HVAC Units w/Exposed Ducting** approx. \$ 7,223.

**Two Single Occupancy Restrooms per architect floor plan**

**Flush Valve Wall Mounted Toilets**

**Grab Bars & Mirrors**

**Exhaust Fans in Restrooms and Kitchen**

**40-Gallon Electric Water Heater** approx. \$ 1,335.

**Non-Cooled Hi-Lo Exterior Drinking Fountain**

**Drinking Fountain Warning Bars**

**Stainless Steel 3-Compartment Sink (Advance Tabco FC-K6-18D w/J-1174-KS Faucets) in Kitchen** approx. \$ 1,457.

**Stainless Steel Hand Sink (A-544-FS w/J-1174-KS Faucet) in Kitchen** approx. \$ 1,432.

**Cast Iron Mop Sink w/Service Sink Faucet**

**Wall Hung Fire Extinguishers**

**Fire Sprinklers**

**Engineering and Design** approx. \$ 43,990.

**Contract and Project Supervision – (separate from Administration building)**

**PLEASE NOTE APPROXIMATE PRICES PROVIDED CANNOT BE USED AS ADD/DEDUCTIVE CHANGE ORDERS. THESE PRICES DO NOT INCLUDE THE CHANGE ORDER FOR THE ADDITIONAL HVAC UNITS REQUIRED FOR THE MULTIPURPOSE BUILDING.**

**EXCLUSIONS:**

- All items not listed in proposed pricing and not included in the Specifications.
- All site work. Including but not limited to:
  - Site preparation and access
  - Spoils, asphalt or sod removal from site
  - Engineered pad
  - Connection of all utilities/ POC's
  - Walkways, landscaping and Irrigation
  - Concrete curb and flatwork/ Expansion joint caulking @ flatwork
- Soil testing and reports.
- Grading, excavating
- Backfill and compaction around buildings
- Under building drainage/ Drywells
- Condensation for roof mount units
- In plant / on site DSA approved inspectors.
- Any fire rating requirements due to building sighting
- Water flow tests and rates (required for sprinkler design)
- Water system Chlorination testing/ certification
- Roof water testing/ Door flood test/ Flood test
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.

- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems
- Conduit, raceways, boxes, cable trays above ceiling
- Wire mold
- EMS System
- Exterior lighting other than standard door way lights
- Motion sensors (exception: sensors for interior lighting controls)
- Fire rated assemblies, unless noted.
- Special unloading
- Fees for blocking streets
- Special transportation routing
- Special back boxes for phone, FA, Security and Intercom system.
- Architect fees
- Seamless gutters
- Electrical grounding system or components
- HVAC hard ducting
- No furniture, equipment or lockers included
- Professional cleaning- including waxing floors, stripping and sealing
- All Signage
- Window shades- manual or operable
- All Appliances
- Lighting Control Panel
- Utility meters, pressure regulators and shut-off valves
- Electrical transformers and main switch gear
- Toilet Accessories / Dispensers
- Prevailing Wage in SCI Factory
- WUI Code
- PLA/PSA/Union Labor Agreements
- Concrete Foundations
- Ramps / Landings / Concrete Ramps
- Overhangs
- Canopies
- Lockers (will require exact dimensions in order to do proper corners)
- Mail Cabinets
- Kitchen Equipment (will need list of equipment - electrical outlets may need to be updated to accommodate)
- IDF /MDF Cabinets
- Mop Rack
- MooreCo Boards
- Short Throw Projectors
- File Cabinet in Administration Building
- Assisted Listening System Signage
- Chrome Book Carts
- Xerox Machines
- Trophy Display
- Boys and Girls Locker Room, Library Building, Intervention Building, Computer Classroom Building, Teacher's Lounge, Science, Math, English and History Classrooms, Restrooms.



Building for the Next Generation

Thank you again for the opportunity to provide this proposal. Should you have any questions, concerns or require additional information, please do not hesitate to contact me on my cell at (951) 852-6384, the office at (951) 943-5393 or via email at [swillis@silver-creek.net](mailto:swillis@silver-creek.net).

Sincerely,

Suzanne Willis  
Marketing & Business Development Manager

**Acceptance of Proposal**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**APPENDIX A**

## Structural / Foundation System Disclaimer:

This proposal has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Wind Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

**APENDIX B**

## Fire / Life Safety and Energy Compliance Features Disclaimer:

This proposal has been prepared based upon the information provided to SCI by the client. This proposal reflects the relevant requirements of the California Code of Regulations (Title 24), any local amendments or modifications are excluded unless specifically noted other in this proposal. In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	Nonseparated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above, the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

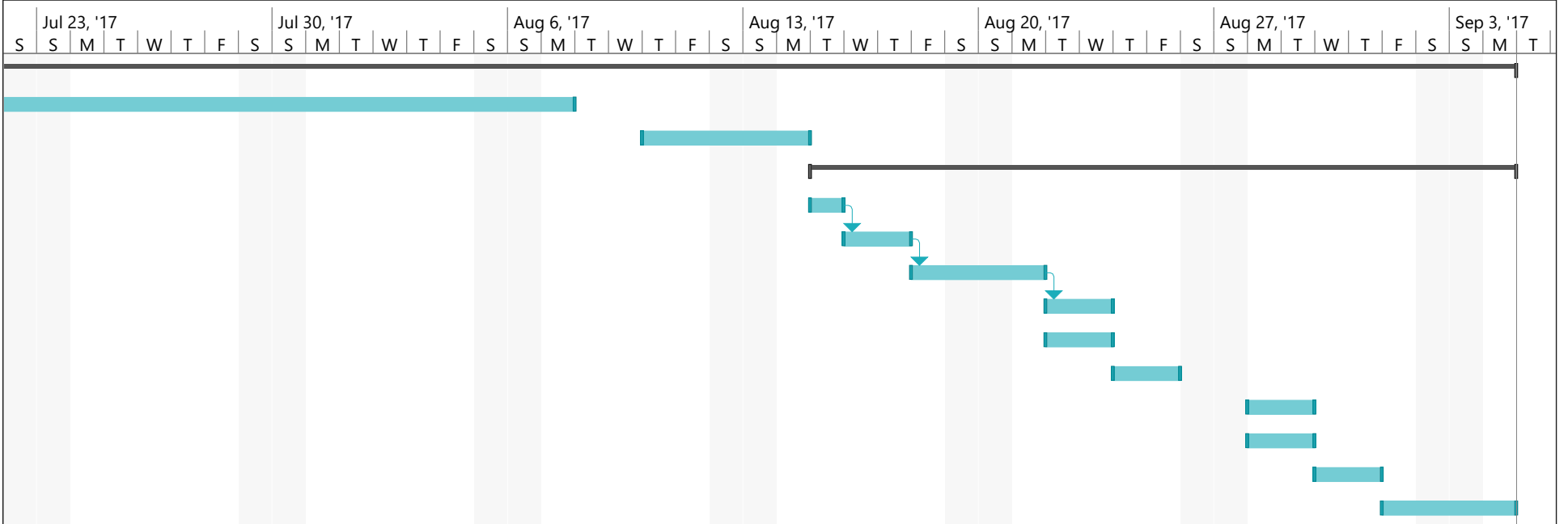
# Magnolia Science Academy 70x32 Admin Bldg

ID	Task Name	Duration	Start	Finish	17							Jul 2, '17							Jul 9, '17							Jul 16, '17						
					T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	<b>Admin Bldg</b>	<b>35 days</b>	<b>Tue 7/18/17</b>	<b>Mon 9/4/17</b>																												
2	Production	15 days	Tue 7/18/17	Mon 8/7/17																												
3	Delivery	3 days	Thu 8/10/17	Mon 8/14/17																												
4	<b>Site Work</b>	<b>15 days</b>	<b>Tue 8/15/17</b>	<b>Mon 9/4/17</b>																												
5	Crane	1 day	Tue 8/15/17	Tue 8/15/17																												
6	Bldg Set	2 days	Wed 8/16/17	Thu 8/17/17																												
7	Welding	2 days	Fri 8/18/17	Mon 8/21/17																												
8	Flashing	2 days	Tue 8/22/17	Wed 8/23/17																												
9	Roof Close Up	2 days	Tue 8/22/17	Wed 8/23/17																												
10	Bolting	2 days	Thu 8/24/17	Fri 8/25/17																												
11	Crossover electri	2 days	Mon 8/28/17	Tue 8/29/17																												
12	Full Panel Close U	2 days	Mon 8/28/17	Tue 8/29/17																												
13	Plumbing Manifo	2 days	Wed 8/30/17	Thu 8/31/17																												
14	Punch List	2 days	Fri 9/1/17	Mon 9/4/17																												

Project: Magnolia Science  
Date: Wed 6/28/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Magnolia Science Academy 70x32 Admin Bldg



Project: Magnolia Science  
Date: Wed 6/28/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Magnolia Science Academy MPR Bldg

ID	Task Name	Duration	Start	Finish	24, '17							Oct 1, '17							Oct 8, '17							Oct 15, '17						
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T			
1	<b>MPR Bldg</b>	<b>76 days</b>	<b>Mon 9/25/17</b>	<b>Mon 1/8/18</b>																												
2	Production	35 days	Mon 9/25/17	Fri 11/10/17																												
3	Delivery	3 days	Mon 11/13/17	Wed 11/15/17																												
4	<b>Site Work</b>	<b>13 days</b>	<b>Thu 11/16/17</b>	<b>Mon 12/4/17</b>																												
5	Crane	1 day	Thu 11/16/17	Thu 11/16/17																												
6	Bldg Set	4 days	Fri 11/17/17	Wed 11/22/17																												
7	Flashing	4 days	Thu 11/23/17	Tue 11/28/17																												
8	Roof Close Up	4 days	Wed 11/29/17	Mon 12/4/17																												
9	<b>Building Interiors</b>	<b>26 days</b>	<b>Mon 12/4/17</b>	<b>Mon 1/8/18</b>																												
10	Bolting	4 days	Mon 12/4/17	Thu 12/7/17																												
11	Accordion Doors	4 days	Mon 12/11/17	Thu 12/14/17																												
12	Crossover electrical	4 days	Mon 12/11/17	Thu 12/14/17																												

Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

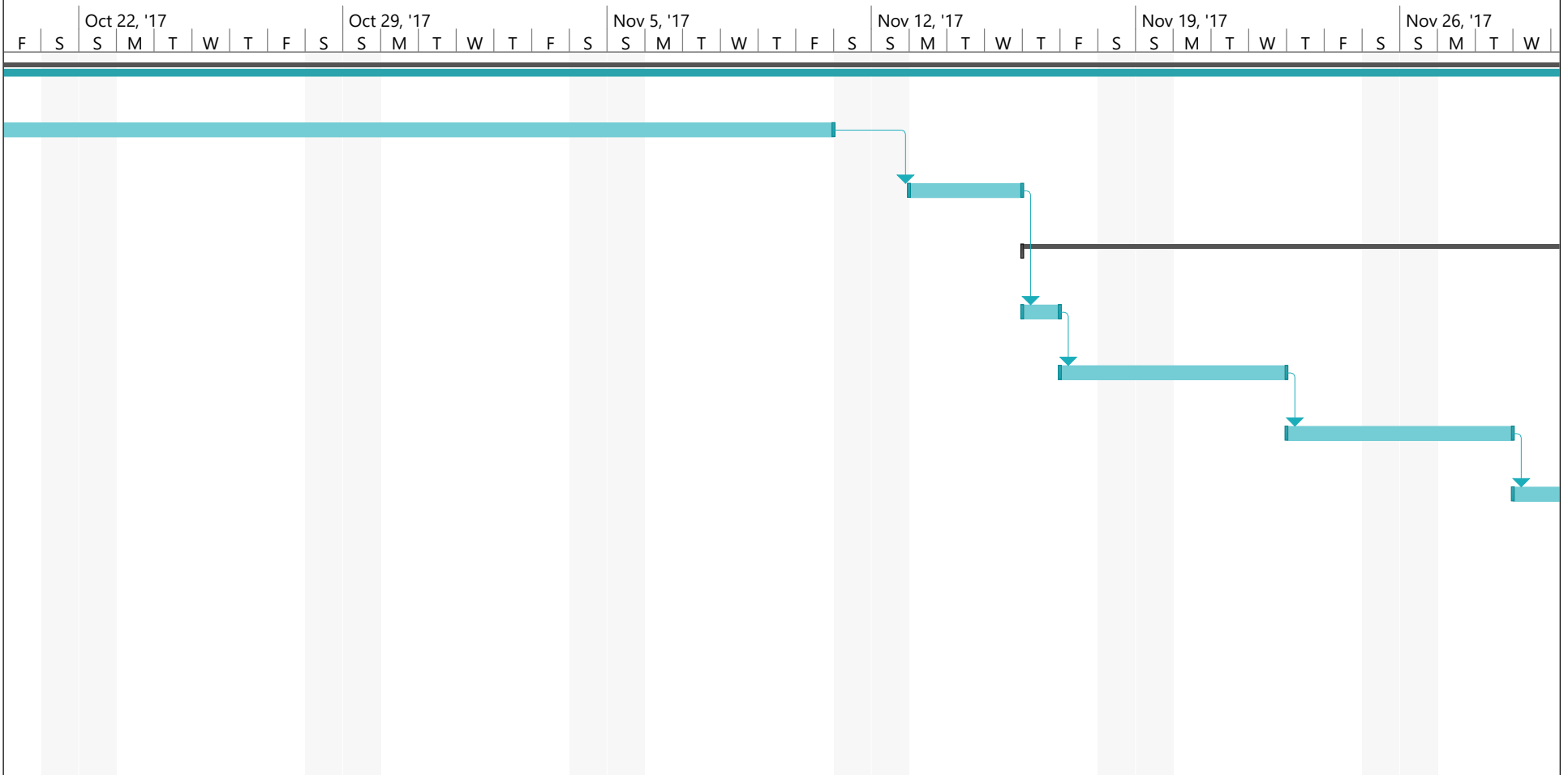
# Magnolia Science Academy MPR Bldg

ID	Task Name	Duration	Start	Finish	24, '17							Oct 1, '17							Oct 8, '17							Oct 15, '17						
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T			
13	Building Interiors-	15 days	Mon 12/11/17	Fri 12/29/17																												
14	Plumbing Manifold	3 days	Mon 12/11/17	Wed 12/13/17																												
15	Punch Lis	7 days	Fri 12/29/17	Mon 1/8/18																												

Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

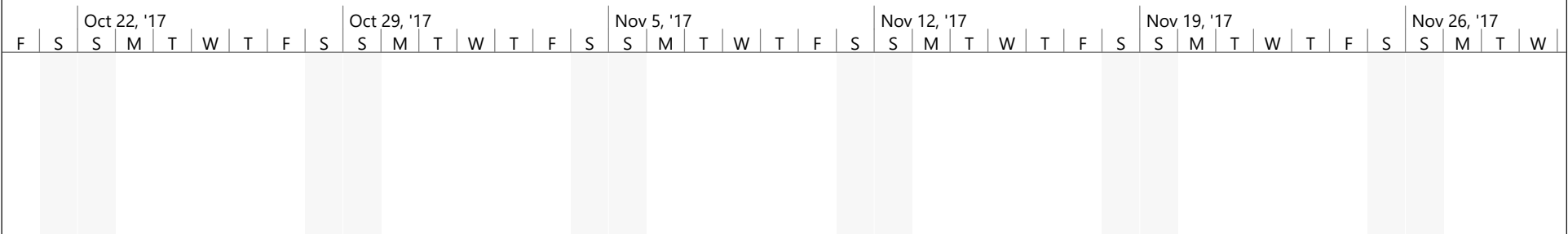
# Magnolia Science Academy MPR Bldg



Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Magnolia Science Academy MPR Bldg

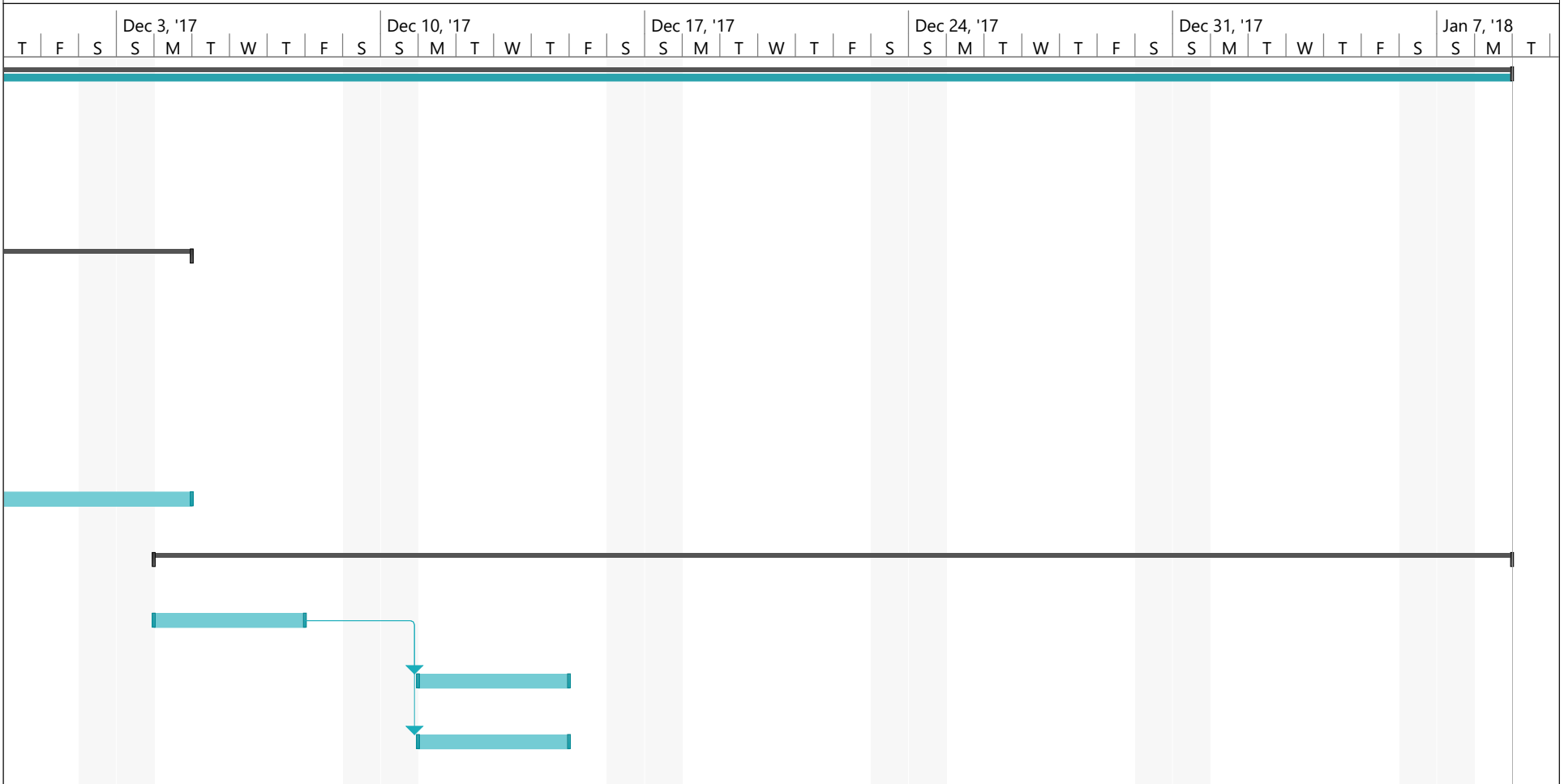


Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



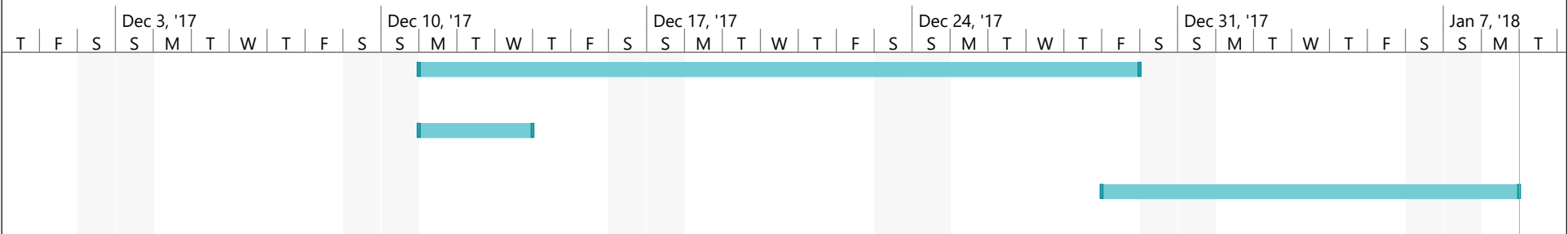
# Magnolia Science Academy MPR Bldg



Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Magnolia Science Academy MPR Bldg



Project: Magnolia Science.mpp  
Date: Tue 7/11/17

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Cover Sheet

## Approval of Request for Proposal (RFP) ADA Projects at MSA-2

**Section:** II. Action Items  
**Item:** F. Approval of Request for Proposal (RFP) ADA Projects at MSA-2  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II F MSA 2 Facility Projects.pdf

Board Agenda Item #	Agenda # II F
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Suat Acar, COO
RE:	MSA-2 Facility Improvements in response to LACOE Facilities Inspection Report

Proposed Board Recommendation

I move that the Board authorize the CEO to:

- 1- Select the general contractor/vendor to perform the required and/or recommended improvements for MSA-2 in the LACOE facilities Improvement report dated July 10<sup>th</sup>, 2017.
- 2- Use the long term cash reserves of MSA-2 for these one-time facility improvements

Background

In December 2016, LACOE Board of Directors approved the renewal applications of MSA 1, 2, and 3. Part of the procedures after the renewal required Magnolia Executives to set inspection dates for MSA 1, 2, and 3 for the LACOE Facility Inspectors. These inspections took place during May 2017. The LACOE inspectors came to MSA-2 on May 23<sup>rd</sup>, 2017. The report was received by MPS on July 10<sup>th</sup>, 2017.

Based on the report MSA-2 administration already started working on fixing the minor non-compliance items. Meanwhile MSA-2 already posted an RFP for the major fixes to get bids from general contractor/vendor to perform the required and/or recommended improvements in the LACOE facilities Improvement report dated July 10<sup>th</sup>, 2017.

We ask that the Board authorizes the CEO to review all the bids submitted by the general contractors/vendors related to the posted RFP and determine the best general contractor/vendor who can fulfill the scope of work in the posted RFP.

## Budget Implications

- Amounts/ Funding Source

### **Non-Required LACOE Items**

**Required Dollar Amount:**                      **\$0.00**  
**Budget Source:**                                      **N/A**

After reviewing the Facilities Inspection Report from LACOE for MSA-2, page 4 of 4 states that the following ADA non-compliance issues are **not required** changes for MSA-2 as of now due to them being considered “unreasonable hardship/ NOT readily achievable” prior to the start of the school year. Nevertheless, Magnolia takes access for all students seriously and will bring back the projects to address these items in a reasonable time frame. (Item numbers from the LACOE Inspection Report):

- (Item #11) Provide accessible ramp to classrooms P21, P22, P23, P31, P32, P33
- (Item #12) Upgrade student restrooms to meet ADA requirements
- (Item #13) Upgrade staff restrooms to meet ADA requirements
- (Item #14) Replace drinking fountains to meet ADA requirements

MSA-2 is still collecting bids from general contractors related to the “non-compliance” ADA items (which are not required changes at the present time) in order to assess the cost of any potential future facility upgrade project on this LAUSD provided site.

### **LACOE Required Correction Items**

**Required Dollar Amount:**                      **\$30,000.00 (estimate)**  
**Budget Source:**                                      **MSA-2 Long Term Cash Reserves**

Specifically, the following “Required Corrections” will be addressed at MSA-2 during the present facilities improvement cycle by the selected general contractor vendor who is awarded the bid for the current RFP (Item numbers from the LACOE Inspection Report):

- (Item #40) Repair damaged interior wall in staff restroom
- (Item #41) Repair or replace damaged floor tiles in P23, P32, P33, P51 and staff lounge
- (Item #42) Repair or replace damaged ceiling tiles in staff restroom

Further, prior to receiving the LACOE Facilities Improvement report, MSA-2 already addressed the remaining “Required Corrections” from the report which include:

- (Item #19) Provide signage for visually impaired in classrooms
- (Item #24) Post the location sign to fire extinguisher in the classrooms and staff lounge

- (Item #32) Provide Exit sign in classrooms and staff lounge
  - (Item #37) Replace burned out bulbs in classrooms P11, P32, P52, and staff lounge
- 
- CFO Review

How Does This Action Relate/Affect/Benefit All MSAs?

This project is only for MSA-2 and does not affect other MSA schools.

Name of Staff Originator:

Suat Acar

Exhibits (attachments):

LACOE Facility Inspection Report (July 10 2017).



**Los Angeles County  
Office of Education**

Serving Students ■ Supporting Communities  
Leading Educators

July 10, 2017

**TO:** Ms. Dina Wilson, Director II  
Charter School Office  
Division of Accountability, Support and Monitoring

**FROM:** Yong Kim, Facilities Planning Specialist  
Facilities Planning Services  
Division of Facilities and Construction

**SUBJECT:** Inspection Report – New Site  
Magnolia Public Schools, Magnolia Academy 2 Valley  
17125 Victoria Boulevard  
Van Nuys, CA 91406

Attached is the facilities' inspection report which lists required corrections that need to be addressed and completed as per the MOU as condition of commencing operation. This report is generated from a site inspection conducted on May 23, 2017, which includes the Charter School Facilities Inspection Checklist, photos, site aerial plan, and a site plan. In addition to the checklist, please note the items under the sections titled "Comments", "Required Corrections" and "Recommendations".

If you have any questions or need additional information, call me at (562) 922-8957.

YK

Attachments

cc: Mr. Frank Gonzalez, Magnolia Public Schools  
Mr. David Albright, LACOE  
Ms. Jema Estrella  
Ms. Olivia Fuentes  
Ms. Jessica Layton  
Ms. Pat Smith  
Ms. Roberta Stephens  
Project File



**Los Angeles County  
Office of Education**  
Serving Students • Supporting Communities  
Leading Educators

Division of Facilities and Construction  
Facilities Planning Services  
(562) 401-5464

## Facilities Inspection Checklist

**NAME of Charter:** Magnolia Public Schools  
**NAME of SITE:** Magnolia Academy 2 Valley

INSPECTION INFORMATION	
<b>Date of Inspection:</b> 5/23/2017	<b>BFR/Work Order:</b> na
<b>Participants:</b> Yong Kim Frank Gonzalez Steven Keskindurk Suat Acar	<b>Date of Request:</b> 05/16/17 <b>Date Due:</b> asap <b>Requestor/Telephone:</b> Dina Wilson/(562) 922-8806
<b>Name of Ed Program:</b> CSO	<b>Type of Inspection:</b>
<b>Grades of Students:</b> 6th-12th	Annual <input type="checkbox"/> Expansion <input type="checkbox"/>
<b>Specific Student Program:</b>	Lease Renewal <input type="checkbox"/> Relocation <input type="checkbox"/>
Alt Ed, JCS,ISS, CCS,etc na	Existing <input type="checkbox"/> Follow-up <input type="checkbox"/>
Severe/Nonsevere (DSE) na	New Site <input checked="" type="checkbox"/> Emergency <input type="checkbox"/>
Student Designation (DSE) na	Other <input type="checkbox"/>
SELPA/PAU (if applies): na	<b>Buildings:</b> 1-7
	<b>Classrooms:</b> 1-17
	<b>Student Occupants per Classroom:</b> 25-27

SITE INFORMATION	LEASE INFORMATION
<b>Site Address:</b> 17125 Victory Blvd. Van Nuys, CA 91406 <b>Site Tel:</b> (818) 758-5290	<b>Lease Type (Agreement):</b>
<b>District (if applies):</b> Los Angeles USD	Commercial Lease <input type="checkbox"/>
<b>Site Supervisor Name/Title:</b> Steven Keskindurk/Principal	Facilities Use <input checked="" type="checkbox"/>
<b>Site Supervisor Information:</b>	Landuse <input type="checkbox"/>
Address: 17125 Victory Blvd.	Memo of Understanding <input type="checkbox"/>
City: Van Nuys	Month to Month <input type="checkbox"/>
State: CA	District-Prop 39 (Charter) <input type="checkbox"/>
Zip Code: 91406	Owned (land & buildings) <input type="checkbox"/>
Tel: (818) 758-5290	Other (i.e. SELPA) <input type="checkbox"/>
Email: <a href="mailto:skeskindurk@magnoliapublicschools.org">skeskindurk@magnoliapublicschools.org</a>	<b>Owner/Landlord:</b>
<b>Local Building Agency/Jurisdiction:</b>	District <input checked="" type="checkbox"/> Non-Profit (Church, etc.) <input type="checkbox"/>
Division of State Architect <input checked="" type="checkbox"/> County <input type="checkbox"/>	LACOE <input type="checkbox"/> Other (Probation,etc) <input type="checkbox"/>
City <input type="checkbox"/> Other <input type="checkbox"/>	Commercial <input type="checkbox"/>

BUILDING INFORMATION	
<b>Building Type:</b>	<b>Construction Type:</b>
LACOE-Permanent <input type="checkbox"/>	Wood Frame <input checked="" type="checkbox"/> (All Combustible) = D
District-Permanent <input checked="" type="checkbox"/>	Steel Frame <input type="checkbox"/> (Non-Combustible)
Commercial -Permanent <input type="checkbox"/>	Concrete/Wood <input type="checkbox"/> (Mixed Non-Combustible/Combustible) = M
Relocatable/Portable <input type="checkbox"/>	Masonry/Wood <input type="checkbox"/> (Masonry w/ Wood Roof) = C
Serial # (if app): <input type="checkbox"/>	Other:
LACOE ID/tag # (if app):	1 Story <input checked="" type="checkbox"/>
Other (indicate if applicable):	2 Story <input type="checkbox"/>



Division of Facilities and Construction  
Facilities Planning Services  
(562) 401-5464

**Facilities Inspection Checklist**

NAME of Charter:

Magnolia Public Schools

NAME of SITE:

Magnolia Academy 2 Valley

Room Name & Use/Occupancy	Grades (Actual)	Classroom #	Building #	Yr Built (orig)	SF (approx)	# Student Occupants (Actual)	# Staff Occupants (Actual)	Max Occ per T24Code (OccLF=20)
Admin-Front Office	na	na	6	1970's	1,540	0	15	15
Admin-Principal's Office								
Admin-Assistant Principal Office								
Admin-Counselor Office								
Admin-Resource Rm/Copier/Mail								
Admin-Lounge	na	na	7	1970's	131	0	0	0
Admin-Nurses Office								
Admin-Corridor/Common Space								
<b>SUB-TOTALS (Admin)</b>	<b>na</b>	<b>na</b>	<b>2</b>	<b>1970's</b>	<b>1,671</b>	<b>0</b>	<b>15</b>	<b>15</b>
Classroom	6th	G48	1	1970's	575	25	1	28
Classroom	6th	G50	1	1970's	575	25	1	28
Classroom	7th	G52	1	1970's	575	25	1	28
Classroom	7th	G54	1	1970's	725	27	2	36
Classroom	7th	P10	2	1970's	660	26	1	33
Classroom	8th	P11	3	1970's	748	27	1	37
Classroom	8th	P12	3	1970's	748	27	1	37
Classroom	9th	P13	3	1970's	748	27	1	37
Classroom	9th	P14	3	1970's	748	27	1	37
Classroom	9th	P21	4	1970's	775	27	2	38
Classroom	10th	P22	4	1970's	775	27	2	38
Classroom	10th	P23	4	1970's	775	27	2	38
Classroom	11th	P31	5	1970's	837	27	2	41
Classroom	11th	P32	5	1970's	837	27	2	41
Classroom	11th	P33	5	1970's	837	27	2	41
Classroom	12th	P52	6	1970's	770	27	2	38
Classroom	12th	P61	6	1970's	770	27	2	38
Classroom								
<b>SUB-TOTALS (Classrooms)</b>	<b>6th-12th</b>	<b>17</b>	<b>6</b>	<b>1970's</b>	<b>12,478</b>	<b>452</b>	<b>26</b>	<b>614</b>
Girl's Student Restrooms #1	6th-12th	na	7	1970's	130	na	na	na
Boy's Student Restrooms #1	6th-12th	na	7	1970's	130	na	na	na
Girl's Student Restrooms #2								
Boy's Student Restrooms #2								
Staff Restrooms	na	na	2	1970's	128	na	na	na
Kitchen / Food Preparation								
Assembly Rm								
Gymnasium								
Library								
Storage-Custodial/Maintenance Supplies								
Storage-Miscellaneous								
Storage -Office Supplies								
Fire Sprinkler Riser Rm								
Electrical Rm								
Mechanical Rm								
Playground								
<b>TOTALS</b>	<b>6th-12th</b>	<b>17</b>	<b>7</b>	<b>1970's</b>	<b>14,537</b>	<b>452</b>	<b>41</b>	<b>629</b>



Division of Facilities and Construction  
Facilities Planning Services  
(562) 401-5464

## Facilities Inspection Checklist

Item Number and Description	Compliance	Non-Compliance	Not Applicable	Notes
<b>General - Paperwork, Reports, and Miscellaneous</b>				
1. Emergency manual is available in the school office.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Telephone numbers for paramedics, fire department, police/sheriff, ambulance, clinic or doctor available in each classroom. Emergency #911 is posted on all phones.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Copy of AHERA School Management Plan is available in school office. CFR40.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Certificate of Occupancy, type "E" occupancy or equivalent. If not available or applicable (i.e.-adult vocational school,transition,etc) then obtain local bldg / fire dept paperwork showing school use is acceptable. CBC 111.2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Field Act Compliant, i.e.; DSA, exempt, exception granted by local agency or equivalency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Copy of the health permit or ServSafe Certification posted or equivalent facilitation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Air quality: Is there any indication of air pollution being present in campus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8a. Uniform Complaint Procedures (UCP) are posted and forms accessible to public in the front main office. Obtain copy for CSO records.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8b. Williams procedures-if the school opted in, then they must be posted and forms accessible to public. Obtain copy for CSO records.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>ADA Compliance</b>				
9. Facility compliant with the Americans with Disabilities Act (ADA) unless noted herein below:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Accessible Entrance (32" clear, door opening, clearances, hardware-closers, thresholds, etc). CBC 1133B and CBC 1117B.5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Access/Path of Travel (48" clear, 250 ft route, ramp 1:12 max, rails, stairs' nosing stripes, level, etc.) CBC 1117B.5, 1127B and 1133B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Missing accessible ramp to classrooms P21-P23, P31-P33.
12. Restrooms-students (H/C stall toilet,sink,grab bars,fixtures,60" dia,etc). CBC 1115B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-ADA student restrooms.
13. Restrooms-staff (H/C stall toilet,sink,grab bars,fixtures,60" dia,etc). CBC 1115B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-ADA staff restrooms.
14. Parking Stall (loading, striping,signage,marked path). CBC 1129B and CBC 1117B.5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Drinking fountains are accessible. CBC Table 1115B-1 and CBC 1117B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-ADA drinking fountains.
16. Telephone-public/classroom/office (height). CBC 1117B.2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17. Wheelchair lift (if present) is functioning and inspected annually and has not expired. CBC 1116B.2.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18. Fire alarm system (strobes and horns) for hearing and visually impaired. CBC 907.5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19. Signage for hearing and visually impaired (i.e.; exits, room identification, etc). CBC 1117B.5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Missing signage for visually impaired in classrooms.
20. Assistive Listening Devices are provided and are operational. CBC 1104B.2.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
21. Accessible seating is provided in auditoriums, MPR, cafeteria and outdoor seating areas. CBC 1104B.3.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
22. Playground equipment and surfacing is accessible and conforms to all safety and fall zone regulations. CCR Title 22.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Fire / Life Safety</b>				
23. Fire extinguishers available and accessible. Fire Extinguisher appropriate for hazard (i.e. extinguisher should be ABC type for use on wood/paper, flammable liquid, or electrical fire). CFC 906.1 (a).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24. Fire Extinguisher locations are marked with a sign. Fire extinguishers are available in each classroom. CFC 906.1(a).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Missing location sign to fire extinguisher in classrooms, staff lounge.
25. Fire Extinguishers have monthly inspection tag signed/initialed, pull pin in place, pressure gauge in green area, annual service tag is current within the last 12 months. <b>Insert date here 4/18/2017. F.I.T. #10</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26. Fire Alarm system (manual-pull stations) in place, operational and visible. F.I.T. #10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Item Number and Description	Compliance	Non-Compliance	Not Applicable	Notes
<b>Fire / Life Safety (continued)</b>				
27. Fire Alarm system (automatic-horns/strobes/smoke) in place and operational. F.I.T.#10	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
28. Fire Alarm panel is operational and unobstructed. CCR Title 19, Section 3.24.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29. Aisles, corridors, stairways and passageways are unobstructed. CBC 1003.6.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30. If fire sprinklers are present, system appears to be in working order (i.e., no missing or damaged sprinkler heads, heads not painted, etc.). Five year inspection tag posted. F.I.T.#10	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
31. Exit doors open with one motion, are not blocked, and path from building is not obstructed. F.I.T. #10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
32. Exits are clearly marked and electrical exit signs are functioning (check charging by pressing test button on electrical units). F.I.T. #10	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Missing Exit sign in classrooms, staff lounge.
33. Evacuation floor plan is posted. CCR Title 19, Section 3.13.(2) (c).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34. Fire pull Stations are in good condition. Emergency alarm system appears to be in working order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35. Window and wall coverings are fire resistive materials and placed away from heat sources; ie: radiators, electrical outlets, etc. CFC 807.1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36. Occupancy Load signage is posted in assembly areas; auditorium, cafeteria, MPR, etc. CBC 1004.3.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Building Facility Issues – (Interior-Good Repair/Cleanliness)</b>				
37. Lighting is adequate in all areas. Light fixtures are working properly. Light covers (lens, diffusers, reflectors, etc.) are in place. F.I.T. #7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Burned out light bulbs in classrooms P11, P32, P52, staff lounge.
38. Extension cords are free of frays, exposed wiring, or broken plugs, must not exceed six feet, and are to be used only as a temporary measure. Electrical outlets are free of overloads (excessive electrical plugs connected in one outlet). Appliances directly plug into outlets. CEC 422.33(a) and 605.5.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39. Paper cutter equipped with bar guard near cutting edge.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
40. Walls are free of hazards (i.e. tears, holes and water damage). Paint is not peeling, chipping or cracking. F.I.T. #4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Damaged interior wall in staff restroom.
41. Floors are clean and free of hazards (i.e., torn carpeting, missing or broken floor tiles, holes and water damage). F.I.T. #4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Damaged floor tiles in classrooms P23, P32, P33, P51, staff lounge.
42. Ceilings are free of hazards (i.e., missing ceiling tiles, holes and water damage). F.I.T. #4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Damaged ceiling tiles in staff restroom.
43. Interior surfaces show no signs of mildew, mold odor and visual mold. F.I.T. 11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44. There is no evidence of water damage/intrusion (i.e.-no condensation, dampness, staining, warping, peeling, mineral deposits, etc). F.I.T. #4 & 11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
45. Flammable materials stored in approved, self closing, locked metal cabinets, marked "FLAMMABLE". Maximum quantity on hand is one gallon. F.I.T. #11	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
46. Furniture is in good repair (i.e., no sharp edges, broken legs, arms, etc.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47. All cabinets and bookcases secured to wall, floor or each other if over four feet tall.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
48. Ladders are secured and have no broken rungs, spreader bar not bent or broken and equipped with rubber safety feet.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
49. Power is available throughout the facility. There is no evidence that any portion of the school has a power failure. F.I.T. #7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50. Electrical equipment appears to be properly covered and guarded. Outlets, switch plates, junction boxes and fixtures are covered and appear to be working properly. No exposed electrical wires (telephone & computer wires not applicable). F.I.T. #7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
51. Main electrical box is identified and all switches and circuit breakers properly labeled. Electrical panel and transformers unobstructed within three feet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
52. Gas and water shut off valves locations are posted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
53. Facility appears free of gas leaks (i.e., no odor is detected, no broken pipes are evident). F.I.T. #1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
54. Facility sewage system appears to be operating properly (i.e., no flooding, stoppage, odors, etc.). F.I.T. #3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
55. HVAC system appears to be operating properly. F.I.T. #2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
56. Facilities are ventilated mechanically/naturally. F.I.T. #2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
57. If exhaust fans are present, fans appear to be operating properly. F.I.T. #2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
58. Ventilation units are unobstructed and vents and grills are without evidence of excessive dirt or dust. F.I.T. #2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
59. Interior temperatures appear to be maintained within normally accepted ranges. F.I.T. #2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Item Number and Description	Compliance	Non-Compliance	Not Applicable	Notes
<b>Building Facility Issues – (Interior-Good Repair/Cleanliness; continued)</b>				
60. The ventilation units are not generating any excessive noise or vibrations. F.I.T. #2	■	<input type="checkbox"/>	<input type="checkbox"/>	
61. Restroom, food prep (if applicable) facilities are operational, sanitary, and free from excess water on floors from leaks and drips. F.I.T. #8	■	<input type="checkbox"/>	<input type="checkbox"/>	
62. Restrooms are stocked with proper supplies and are open during school hours.	■	<input type="checkbox"/>	<input type="checkbox"/>	
63. Areas evaluated are free of accumulated refuse, dirt, grime. F.I.T. #5	■	<input type="checkbox"/>	<input type="checkbox"/>	
64. Areas evaluated are free of graffiti. F.I.T. #5	■	<input type="checkbox"/>	<input type="checkbox"/>	
65. Drinking fountains are clean and functioning with no evidence of leaks. Water pressure is adequate. Water is clear and does not have any unpleasant tastes. F.I.T. #9	■	<input type="checkbox"/>	<input type="checkbox"/>	
66. Stairs or platforms above 30" high have handrails and non-slip tread surface or tape.	■	<input type="checkbox"/>	<input type="checkbox"/>	
67. Storage areas are free of build up of combustibles or materials.	■	<input type="checkbox"/>	<input type="checkbox"/>	
68. Facility appears to be structurally sound (i.e., no severe cracks, no sagging ceilings or floors, no missing posts or beams, no apparent dry rot/mold in structural elements like posts or beams, door frames are square and doors open freely). F.I.T. #12	■	<input type="checkbox"/>	<input type="checkbox"/>	
69. No evidence of major pest or vermin infestation (i.e., holes in the walls, floors or ceiling, rodent droppings odor caused by a pest or vermin infestation). F.I.T. #6	■	<input type="checkbox"/>	<input type="checkbox"/>	
70. There does not appear to be evidence of hazardous materials that may pose a threat to pupils or staff. F.I.T. #11	■	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Site / Building Facility Issues – (Exterior-Good Repair/Safe)</b>				
71. Grounds, blacktop, and sidewalks free of cracks or holes that could cause tripping or other types of injuries. F.I.T. #14	■	<input type="checkbox"/>	<input type="checkbox"/>	
72. All areas free of debris, broken glass, metal, etc.	■	<input type="checkbox"/>	<input type="checkbox"/>	
73. Landscaping sprinklers free of damage, no sharp edges, or pipe protruding which could be a tripping hazard.	<input type="checkbox"/>	<input type="checkbox"/>	■	
74. Shrubs, trees and ground cover are trimmed such that they do not obstruct walk paths or walk areas.	■	<input type="checkbox"/>	<input type="checkbox"/>	
75. Fencing is in good repair (i.e., no holes, breaches, or jagged edges) and gates are not broken or missing. F.I.T. #15	■	<input type="checkbox"/>	<input type="checkbox"/>	
76. Windows and doors free of sharp edges or splinters. No broken or missing windows or doors; door locks and equipment operate properly. F.I.T. #15	■	<input type="checkbox"/>	<input type="checkbox"/>	
77. Roof systems (i.e.-gutters, flashings, roof drains, etc) appear to be functioning properly. F.I.T. #13 (gutters, downspouts, drains)	■	<input type="checkbox"/>	<input type="checkbox"/>	
78. Exterior doors and gates are functioning and do not pose a security risk. F.I.T. #15	■	<input type="checkbox"/>	<input type="checkbox"/>	
79. Parking lot free of broken concrete bumpers, exposed rebar, or debris.	■	<input type="checkbox"/>	<input type="checkbox"/>	
80. Playground equipment is in good repair, clean, safe. F.I.T. #14	<input type="checkbox"/>	<input type="checkbox"/>	■	
81. Classroom door can be locked from the inside	■	<input type="checkbox"/>	<input type="checkbox"/>	

COMMENTS
None
REQUIRED CORRECTIONS
<input checked="" type="checkbox"/> <i>"The following items are to be addressed by the charter to ensure that the facility is compliant with current building code standards, some of which are noted below:"</i>
Item Number & Description
(Item #19) Provide signage for visually impaired in classrooms.
(Item #24) Post the location sign to fire extinguisher in classrooms and staff lounge.
(Item #32) Provide Exit sign in classrooms and staff lounge.
(Item #37) Replace burned out bulbs in classrooms P11, P32, P52 and staff lounge.
(Item #40) Repair damaged interior wall in staff restroom.
(Item #41) Repair or replace damaged floor tiles in P23, P32, P33, P51 and staff lounge.
(Item #42) Repair or replace damaged ceiling tiles in staff restroom.
RECOMMENDATIONS
<input type="checkbox"/> <i>"The following items are to be noted by the program and discussed with the charter for consideration."</i>
Item Number & Description
None
<input checked="" type="checkbox"/> <b>ADA Compliance –Unreasonable hardship / NOT readily achievable</b> <i>"If the building is ever renovated, altered, expanded whereby a local building enforcing agency is required to review and approve the project, and whereby the project cost of the renovation exceeds \$151,162, twenty percent minimum of the renovation figure shall be spent to upgrade and other barriers to comply with the requirements of ADA."</i>
Item Number & Description
(Item #11) Provide accessible ramp to classrooms P21, P22, P23, P31, P32, P33.
(Item #12) Upgrade student restrooms to meet ADA requirements.
(Item #13) Upgrade staff restrooms to meet ADA requirements.
(Item #15) Replace drinking fountains to meet ADA requirements.



**Los Angeles County  
Office of Education**  
Serving Students • Supporting Communities  
Leading Educators

**Division of Facilities and Construction**  
**Facilities Planning Services**  
(562) 401-5464

**Facilities Inspection Photos**



(Item #11) Missing accessible ramp to classroom P33



(Item #32) Missing Exit sign in classroom P52



(Item #41) Damaged floor tiles in classroom P32



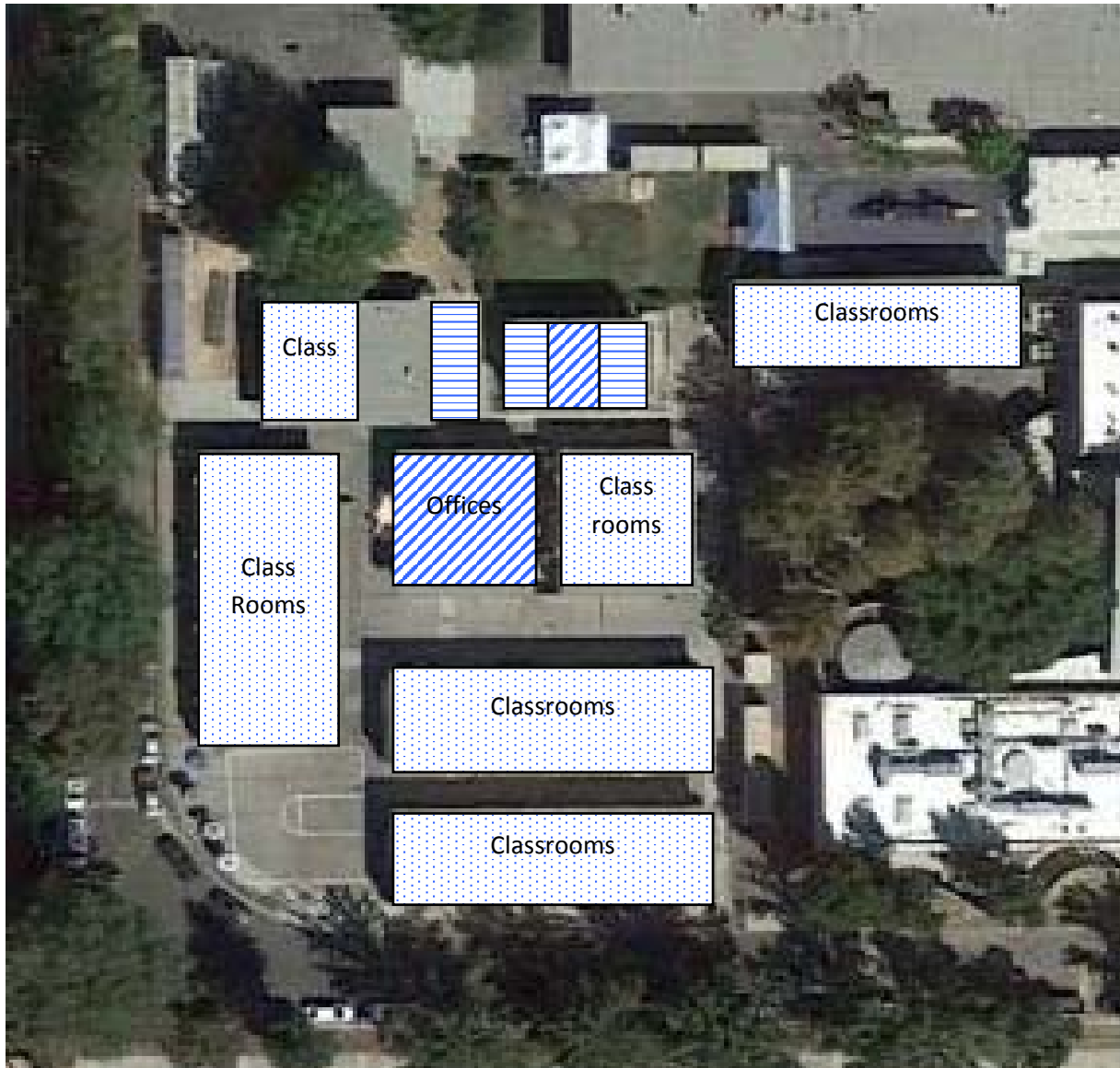
(Item #37) Burned out light bulbs in classroom P32



(Item #24) Missing location sign to fire extinguisher



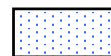
(Item #26) Fire alarm system in classroom



**Magnolia Public Schools  
Magnolia Academy 2 Valley**

**17125 Victoria Boulevard  
Van Nuys, CA 91406**

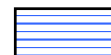
**P. (818) 758-5290  
F. (818) 758-0333**



**Classrooms**



**Office & Lounge**

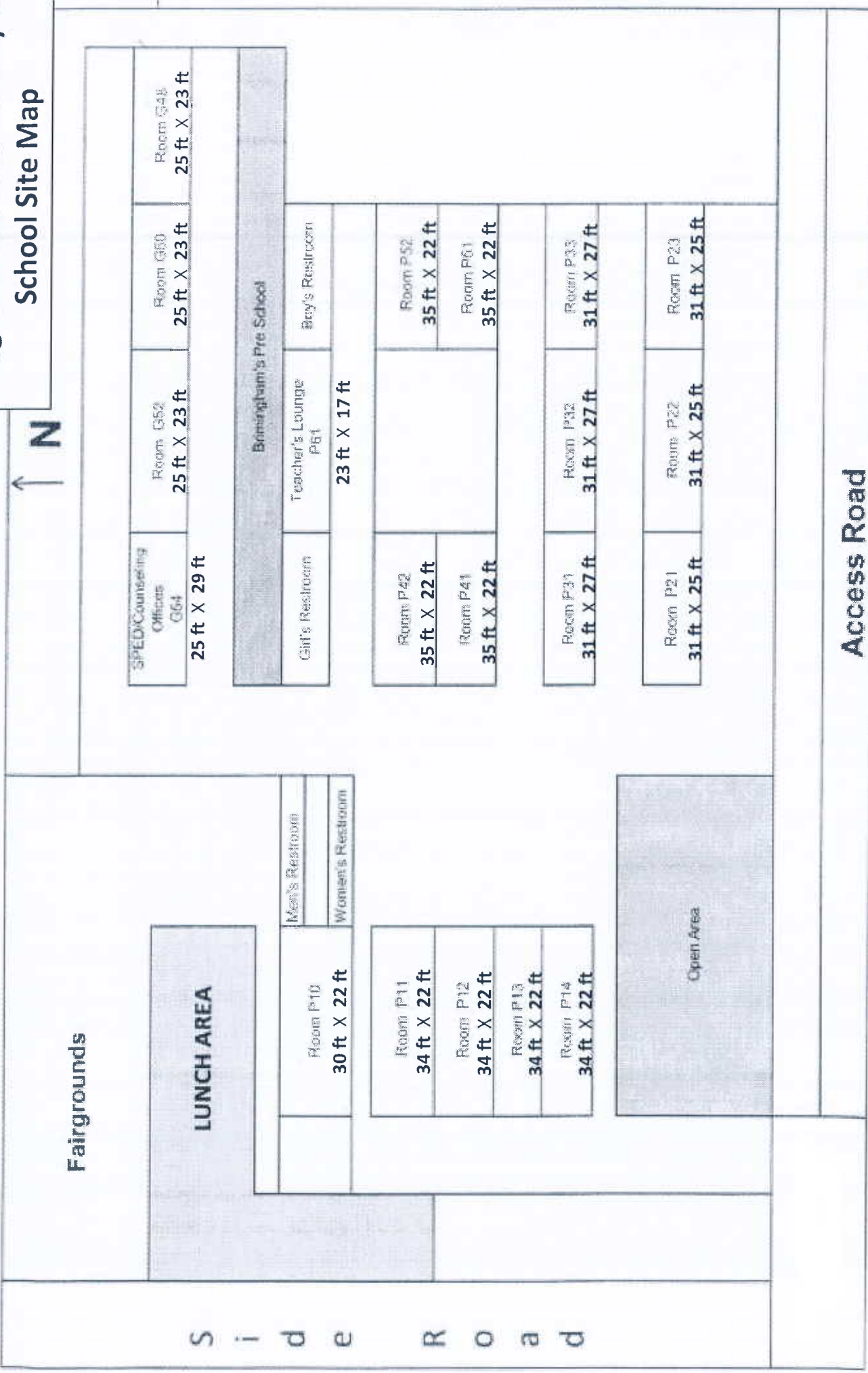


**Restrooms**



**NORTH**

# Magnolia Science Academy-2 School Site Map



Fairgrounds

LUNCH AREA

S i d e R o a d

Birmingham's Pre School

Access Road

Victory Blvd

Magnolia Science Academy-2  
17125 Victory Blvd.



# Cover Sheet

## Approval of Food Vendor Selection for MSA 1,2,3,4,6, and 7 for 2017-18 school year

**Section:** II. Action Items  
**Item:** G. Approval of Food Vendor Selection for MSA 1,2,3,4,6, and 7  
for 2017-18 school year  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II G Food Vendor Selection for 2017-18.pdf



Board Agenda Item #	Agenda # II G
Date:	July 13, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	Food Vendor Selection for MSA 1-2-3-4-6-7

Proposed Board Recommendation

I move that the board approves

- **Preferred Meals for MSA 1-2-3-4 and 6 &**
- **Better4You for MSA 7**

as their vended meal (pre-packed) food vendors for 2017-18 school year.

Background

Per MPS Purchase policies MPS had to run a Request for Proposal (RFP) to get bids from food vendors to provide vended (pre-packed) meals for MSA 1-2-3-4-6-7 for 2017-18 school year. The posting was done online and we received 5 bids from vendors. Based on the responses given by these 5 vendors, Home Office made the necessary analysis and prepared the below chart for the principals’ reviews:

Vendors	Breakfast	Lunch	Vendor Employee	Additional Notes	Total Contract Cost
<b>Preferred Meals</b>	\$1.70	\$2.80	included - 4 hours	<i>Equipment for MSA 2, spice racks, billed on meals SERVED</i>	\$929,097.00
<b>Fresh Start Meals</b>	\$1.85	\$2.70	\$60	<i>Billed on Meals Delivered</i>	\$935,243.10
<b>Better 4 You</b>	\$1.85	\$2.75	\$58.00	<i>Billed on Meals Delivered</i>	\$956,608.20
<b>Unified Nutrimeals</b>	\$1.89	\$2.88	\$60.00	<i>Billed on Meals Delivered</i>	\$992,839.14
<b>Revolution Foods</b>	\$1.88/\$1.90	\$3/\$3.02	\$68.00	<i>Billed on Meals Delivered</i>	\$1,018,632.96

Principals were free to select any vendor responding to the RFP. Some vendors visited the school sites for food tasting and principals had the opportunities to meet and talk to them in person to

ask their questions. Principals considered fiscal aspects of the bids proposed by each vendor as well as considering the staff feedback and experiences. All companies proposed charging per meal count delivered except one. The only company which promised charging per meals served, not delivered, is Preferred Meals.

#### Budget Implications

- Amounts/ Funding Source:
- CFO Review

#### How Does This Action Relate/Affect/Benefit All MSAs?

- The students in these schools will be able to have breakfast and lunch throughout the year.
- MPS follows the bidding requirements of its purchase policies.

#### Name of Staff Originator:

Suat Acar, Chief Operations Officer

#### Exhibits (attachments):

All responses are received via hard copies in folders available at the home office.

# Cover Sheet

## Approval of Revisions to the Complaint Procedures

**Section:** II. Action Items  
**Item:** H. Approval of Revisions to the Complaint Procedures  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II H Complaint Procedure Policy.pdf



# MAGNOLIA PUBLIC SCHOOLS

## Board Of Directors

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Board Agenda Item #	II H
Date:	07.13.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of Revisions to the Complaint Procedures

### Proposed Board Recommendation

I move that the board approve the revisions to the Complaint Procedures.

### Background

MPS has board-approved stakeholder complaint procedures which include Uniform Complaint Policy and Procedures, Policy Against Unlawful Harassment, and Internal Complaint Review Policy. Those three policies were approved by the Board on September 23, 2017, and later amended on April 14, 2016. As part of our annual Student/Parent handbook review, our legal counsel has reviewed our complaint procedures and recommended revisions to comply with the most recent updates to law and regulations.

Changes to the policies include the following:

- UCP procedures now include a reference to the Local Control Funding Formula and reasonable accommodations for lactating pupils. CDE address for appeals has been added. The policy has also been revised to include the updated list of programs and bases of discrimination, such as Bilingual Education, Economic Impact Aid, Medical Condition, and Marital Status.
- Informal Complaint Procedures now include an Appeal process where a complainant can appeal to the Board's decision to the CDE. (The language in the UCP procedure that allows an appeal has been added to the Informal Complaint Procedures so that the two processes are aligned.)
- Title IX rights and responsibilities and how a complaint can be filed under Title IX have been added to the policy.
- Policy Against Unlawful Harassment has been extended and merged with Title IX and Bullying Policy, so the new document is titled as "Title IX, Harassment, Intimidation, Discrimination, And Bullying Policy." The policy also includes the revised definitions of cyberbullying and electronic act.



# MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminster, CA 92683

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- All types of complaint procedures are now grouped together in a packet called “Complaint Procedures.” While MPS encourages the use of Informal Complaint Procedures included in the packet as our first attempt to resolve complaints, i.e., at the lowest possible level using conflict resolution skills, stakeholders also have immediate access to appropriate complaint procedures as required by the law.
- These complaint procedures have been updated as part of the 2017-18 Student/Parent Handbook which will be before the board for approval on July 13, 2017. Therefore, our stakeholders will have access to the revised policies upon the approval of the handbook. The procedures will also be posted on school websites and made available to public in the front office at each school site.

## Budget Implications

MPS works with Charter Safe to provide required training to all our employees regarding Title IX, Harassment, Intimidation, Discrimination, and Bullying. MPS will also train school administrators at our monthly academies. So there is no additional budget implication other than the already budgeted Charter Safe fees.

## Name of Staff Originator:

David Yilmaz (Chief Accountability Officer)

## Attachments

Board Governance Policies – Complaint Procedures



# COMPLAINT PROCEDURES

## INTERNAL COMPLAINT PROCEDURES

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. Please use the Internal Complaints Policy Form following this Policy to file complaints. A copy of this Policy and Complaint Form are also available in the main office of each MPS school.

Specific complaints of unlawful harassment are addressed under the School's "TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY."

### a) 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 co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with your 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 CEO (or designee) for MPSCO employees):

- The complainant will bring the matter to the attention of the Principal (or the CEO (or designee) for MPSCO 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 his or her complaint to writing, indicating all known and relevant facts. The Principal (or the CEO for MPSCO employees) (or designee) will then 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 CEO (or designee.) The CEO (or designee) will then 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 President of the Board of Directors of the School, 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 his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express

concerns and the need for resolution without fear of adverse consequence to employment.

### b) 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 CEO (if the complaint concerns the Principal) 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 CEO (or the Board President)) (or designee) shall abide by the following process:

- The Principal (or the CEO) (or designee) shall use his or her 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 CEO) (or designee) finds that a complaint against an employee is valid, the Principal (or the CEO) (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or the CEO) (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- The Principal's (or the CEO's) (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the School. The decision of the Board of Directors 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 CEO (if a complaint is about the Principal or MPSCO 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.



**INTERNAL COMPLAINT PROCEDURES FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

\_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

\_\_\_\_\_

Where did the incident(s) occur?

\_\_\_\_\_

Please describe the circumstances, 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.

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Complainant

\_\_\_\_\_

Print Name

To be completed by MPS:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## **TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

MPS believes all students have the right to a safe and civil learning environment. Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors which interfere with students' ability to learn, and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, MPS 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 disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, 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. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, MPS 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, MPS will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which MPS does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. MPS promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

### **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):**

Chief Executive Officer  
Magnolia Public Schools  
250 E. 1st St., Ste. 1500  
Los Angeles, CA 90012  
Phone: (213) 628-3634

### **Definitions**

Title IX (20 U.S.C. § 1681 *et. seq.*; 34 C.F.R. § 106.1 *et. seq.*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by MPS.

MPS is committed to provide a workplace and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment 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 him/her or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct,

- including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
  - Subjecting or threats of subjecting 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 in the workplace 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 at work or the educational environment
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the workplace 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 group or group of students that may constitute as 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 pupil\* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable pupil 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 school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet 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 pupil 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 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 the definition of "bullying," 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.
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 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 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.

### **Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any employee or 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:

Chief Executive Officer  
Magnolia Public Schools  
250 E. 1st St., Ste. 1500  
Los Angeles, CA 90012  
Phone: (213) 628-3634

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

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. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to 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 reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

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.

### **Investigation**

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 seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when she 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, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential information related to other students or employees,

including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

### **Uniform Complaint Procedures**

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures (“UCP”) complaint form at any time during the process, consistent with the procedures laid out in this Handbook.

### **Right of Appeal**

Should the reporting individual find the Coordinator’s resolution unsatisfactory, he/she may follow the Dispute Resolution Process found in this Student/Family Handbook.

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I hereby authorize 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.**

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Complainant

\_\_\_\_\_  
Print Name

**To be completed by MPS:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_

**UNIFORM COMPLAINT PROCEDURES**

- a. MPS has the primary responsibility to insure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violations of state or federal laws governing educational programs, the charging of unlawful pupil fees, non-compliance with the Local Control Funding Formula, and non-compliance with reasonable accommodations for lactating pupils.
- b. MPS shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our local board. Unlawful discrimination harassment, intimidation, or bullying complaints may be based on actual or perceived characteristics of age, ancestry, color, disability, ethnic group identification, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, 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.
- c. The UCP shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in:
- Adult Education Programs; After School Education and Safety Programs; Agricultural Vocational Educational Programs; American Indian Education Centers and Early Child Education Program Assessments; Consolidated Categorical Aid Programs; Migrant Education; Career Technical and Technical Education and Training Programs; Child Care and Developmental Programs; Child Nutrition Programs; Foster and Homeless Youth Services; No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education; Regional Occupational Centers and Programs; Special Education Programs; State Preschool; Tobacco-Use Prevention Education; Requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable; and Reasonable Accommodations to a Lactating Pupil.
- d. A complaint of noncompliance with laws relating to pupil fees may be filed pursuant to the local UCP. A pupil 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:
1. 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.
  2. 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.
  3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.
  4. A pupil fee complaint shall not be filed later than one year from the date the alleged violation occurred.
- e. Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable, may also be filed under the local UCP.
- f. Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus may also be filed under the local UCP.
- g. All complaints that fall within the UCP, including complaint of noncompliance with laws relating to pupil fees, must be filed in writing with the complaint officer listed below. A complaint regarding pupil fees may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to pupil fees. The compliance officer is:
- Chief Executive Officer  
Magnolia Public Schools  
250 E. 1st St., Ste. 1500  
Los Angeles, CA 90012  
Phone: (213) 628-3634
- h. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within 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 unlawful discrimination, harassment, intimidation, or bullying, unless the

time for filing is extended by the Compliance Officer or his or her designee.

- i. Complaints will be investigated and a written Decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant. The School person responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with the School's procedures.
- j. The complainant has a right to appeal the School's Decision to the California Department of Education (CDE) by filing a written appeal within 15 days of receiving the Decision. The appeal must include a copy of the complaint filed with the School and a copy of the School's Decision. The appeal should be sent to:

California Department of Education  
1430 N Street  
Sacramento, CA 95814
- k. Civil law remedies may be available under state or federal discrimination, harassment, intimidation, or bullying laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code Section 262.3. A complainant may pursue available civil law remedies outside of [the LEA]'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.
- l. A complete copy of the UCP policy and complaint procedures is posted in every classroom and shall be available free of charge in the main office of each MPS school and MPS website. A copy of the UCP complaint form is contained in this Handbook.



**UNIFORM COMPLAINT PROCEDURES FORM**

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of Alleged Violation: \_\_\_\_\_  
\_\_\_\_\_

**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Adult Education            | <input type="checkbox"/> After School Education and Safety | <input type="checkbox"/> Agricultural Vocational Education |
| <input type="checkbox"/> American Indian Education  | <input type="checkbox"/> Consolidated Categorical Aid      | <input type="checkbox"/> Career/Technical Education        |
| <input type="checkbox"/> Child Development Programs | <input type="checkbox"/> Child Nutrition                   | <input type="checkbox"/> Foster/Homeless Youth             |
| <input type="checkbox"/> Migrant Education          | <input type="checkbox"/> No Child Left Behind Programs     | <input type="checkbox"/> Regional Occupational Programs    |
| <input type="checkbox"/> Special Education          | <input type="checkbox"/> State Preschool                   | <input type="checkbox"/> Tobacco-Use Prevention Education  |
| <input type="checkbox"/> Pupil Fees                 | <input type="checkbox"/> Local Control Funding Formula     | <input type="checkbox"/> Lactating Pupils                  |
| <input type="checkbox"/> Bilingual Education        |  | <input type="checkbox"/> Economic Impact Aid               |

**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"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Sex (Actual or Perceived)   |
| <input type="checkbox"/> Ancestry                        | <input type="checkbox"/> Genetic Information                          | <input type="checkbox"/> Sexual Orientation (Actual or Perceived)  |
| <input type="checkbox"/> Color                           | <input type="checkbox"/> National Origin                              | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Race or Ethnicity                            | <input type="checkbox"/> Marital Status  |
| <input type="checkbox"/> Ethnic Group Identification     | <input type="checkbox"/> Religion                                     |  |
| <input type="checkbox"/> Medical Condition               |   |  |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

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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?

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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:

Chief Executive Officer  
Magnolia Public Schools  
250 E. 1st St., Ste. 1500  
Los Angeles, CA 90012  
(213) 628-3634

## INFORMAL COMPLAINT PROCEDURES

The ultimate purpose of this informal 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, informal 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) 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 complainant 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 Chief Executive Officer (CEO) 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 "Informal Complaint Procedures Form" giving details about the complaint and steps taken to resolve it, and contact the CEO of MPS at:

Chief Executive Officer  
Magnolia Public Schools  
250 E. 1st St., Ste. 1500  
Los Angeles, CA 90012  
(213) 628-3634

The CEO (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 (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 Internal 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's decision will be

final. If the Board hears the complaint, the Administrative Assistant will send the Board's decision to the complainant within 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 Informal 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 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

**INFORMAL COMPLAINT PROCEDURES FORM**

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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.

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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?

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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:

Chief Executive Officer  
 Magnolia Public Schools  
 250 E. 1st St., Ste. 1500  
 Los Angeles, CA 90012  
 (213) 628-3634

The following is information regarding your rights and responsibilities regarding filing a Title IX Complaint.

### **Title IX Coordinator Contact Information**

All complaints should be sent to our Title IX Coordinator, who can be reached at:

Chief Executive Officer  
Magnolia Public Schools  
250 E. 1st St., Ste. 1500  
Los Angeles, CA 90012  
Phone: (213) 628-3634

### **Your Rights and Responsibilities Under Title IX**

(a) You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex.

(b) You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities and athletics offered by the MPS.

(c) You have the right to apply for athletic scholarships.

(d) You have the right to receive equitable treatment and benefits in the provision of all of the following:

- Equipment and supplies.
- Scheduling of games and practices.
- Transportation and daily allowances.
- Access to tutoring.
- Coaching.
- Locker rooms.
- Practice and competitive facilities.
- Medical and training facilities and services.
- Publicity.

(e) You have the right to have access to our Title IX Coordinator regarding gender equity laws. Please see above for this Coordinator's contact information.

(f) You have the right to file a confidential discrimination complaint with the United States Office for Civil Rights or California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex. See below for more information regarding how to file a complaint.

(g) You have the right to pursue civil remedies if you have been discriminated against.

(h) You have the right to be protected against retaliation if you file a discrimination complaint.

(i) You can find out more information regarding your rights, MPS' responsibilities, and access information on gender equity laws from the following resources:

- California Interscholastic Federation: <http://www.cifstate.org/governance/equity/index>

- California Department of Education, Office for Equal Opportunity: <http://www.cde.ca.gov/re/di/eo/dutytoprotect.asp>
- United States Department of Education, Office for Civil Rights: <https://www2.ed.gov/about/offices/list/ocr/fro-ntp/pro-students/sex-pr.html>

### **How to File a Complaint Under Title IX**

(a) You can find more information regarding how to file a complaint as follows:

- The United States Office for Civil Rights website: <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html?src=rt>.
- California Department of Education website: <http://www.cde.ca.gov/re/di/eo/complaint.asp>
- MPS Uniform Complaint Procedures ("UCP") or Harassment, Intimidation, Discrimination, Bullying Policy. Please check your School's website or main office for a complete copy of these policies.

(b) A complaint regarding discrimination or harassment based on sex must ordinarily be filed with the U.S. Office for Civil Rights within 180 days of the last act of discrimination. If your complaint involves matters that occurred longer than this and you are requesting a waiver, you will be asked to show good cause why you did not file your complaint within the 180-day period. If you have questions about your situation, you can contact the California branch of the Office for Civil Rights at the address listed below. A complaint filed with MPS under our UCP alleging unlawful discrimination, harassment, intimidation or bullying must be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying.

(c) The U.S. Office for Civil Rights has its own policies and procedures for investigating complaints. Please review the above link for more information about this process. A complaint filed with MPS under our UCP or Harassment/ Intimidation/ Discrimination/ Bullying policy will be investigated in compliance with those policies.

(d) There are a variety of ways to file your complaint. You can use the U.S. Office for Civil Rights electronic complaint form filed directly through their website; or mail, email, or send by facsimile your own letter or a completed copy of the Office for Civil Rights Discrimination Complaint Form.

- The electronic complaint form is available at <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>
- You can send a completed version of this form or your own letter via email, facsimile, or regular mail to the following addresses:

**San Francisco Office  
Office for Civil Rights  
U.S. Department of Education  
50 United Nations Plaza  
Mail Box 1200, Room 1545  
San Francisco, CA 94102**

**Telephone: 415-486-5555  
FAX: 415-486-5570; TDD: 800-877-8339  
Email: [ocr.sanfrancisco@ed.gov](mailto:ocr.sanfrancisco@ed.gov) or  
[ocr@ed.gov](mailto:ocr@ed.gov)**

To file a UCP or complaint under our Title IX/  
Harassment/ Intimidation/ Discrimination/ Bullying  
complaint directly with MPS, please follow procedures  
set forth in those policies.